

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF VIRGINIA  
Lynchburg Division**

In re:

**TOMMY DEWAYNE DOBSON  
ANNE CHRISTINE DOBSON**

Debtors.

Chapter 11 No. 23-60148

**NANCY MUMM, TRUSTEE OF THE  
NANCY MUMM TRUST,**

Plaintiff,

Adversary Proceeding No. \_\_\_\_\_

v.

**TOMMY DEWAYNE DOBSON and  
ANNE CHRISTINE DOBSON,**

Defendants.

**COMPLAINT OBJECTING TO DISCHARGEABILITY OF INDEBTEDNESS**

The Plaintiff, Nancy Mumm, Trustee of the Nancy Mumm Trust, by her attorney,  
respectfully states the following as her Complaint in this matter.

Parties and Jurisdiction

1. The Plaintiff is a natural person over the age of eighteen and a resident of the Western District of Virginia. She is the Trustee of the Nancy Mumm Trust under agreement dated August 22, 2018.

2. The Defendants are natural persons over the age of eighteen. Defendants filed a Chapter 11 bankruptcy petition in this Court on February 7, 2023 (the “Petition Date”).

3. Jurisdiction is vested in this Court pursuant to 28 U.S.C. § 157(a), 28 U.S.C § 1334 and 11 U.S.C. § 523.

4. This adversary proceeding is a core matter under 28 U.S.C. § 157(b)(2)(A), (H), (I), and (O).

5. Venue is appropriate in this Court under 28 U.S.C. § 1409(a).

6. Plaintiff is a creditor in the above referenced Chapter 11 bankruptcy proceeding.

Facts

7. On April 27, 2021, prior to the Petition Date, Plaintiff entered into a contract with Dobson Homes, Inc. (“DHI”)<sup>1</sup> (the “Contract”), for the construction of a new home in Albemarle County, Virginia (the “Project”). A copy of the Contract is attached hereto as **Exhibit A**. The Contract was signed by Defendant Tommy Dobson on behalf of DHI. The original face amount of the Contract was \$1,223,911.00.

8. The Defendants were at all relevant times officers, directors, employees, or agents of DHI.

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<sup>1</sup>DHI subsequently filed a Chapter 7 bankruptcy petition in this Court, Chapter 7 Case No. 23-60158. This related action remains pending.

9. The Contract contemplated that DHI would complete the construction of a personal residence for the Plaintiff and that it would do so in a good and workmanlike fashion, in accordance with the numerous terms set forth in the Contract, and that it would do so within the financial terms set forth in the Contract.

10. Among other provisions the Contract provided that the Plaintiff would pay to DHI a deposit of \$100,000.00 {the “Deposit”) and that “[t]he Contractor shall apply the Deposit toward the Work and construction of the improvements to the Property only [and] to no other project or undertaking by the Contractor.” The parties understood and agreed that the Plaintiff would obtain further construction financing from a commercial lender and that DHI would obtain draws from the lender based upon truthful and accurate draw requests to be submitted by DHI.

11. DHI did not segregate the Deposit into a separate account to ensure that it was used only on the Project and instead applied some or all of the Deposit to matters and debts other than those relating to the Project.

12. On a number of occasions during the Project Christine Dobson, on behalf of DHI, signed off on construction loan draw requests which asserted, among other things, that “[a]ll funds previously disbursed by the Lender ... have been used to pay for the services and materials described in the previous Draw Request(s)” and that “[a]ll indebtedness owed to any subcontractors and suppliers for work performed or materials provided ... has been paid” except that to which the present draw request related. *See Exhibit B.* These assertions were untrue. Among other things, some or all of the funds paid to the lender pursuant to the draw requests were used by DHI and the Defendants for matters unrelated to the Project, and pre-existing indebtedness to subcontractors and suppliers on the Project had not been paid.

13. Plaintiff fully performed her obligations under the Contract.

14. DHI eventually breached the Contract by, among other things, failing to complete the work required under the Contract and it informed the Plaintiff that it would not be able to further perform under the Contract. As a result, the Plaintiff obtained a new contractor to complete the Project at substantial additional cost.

15. Subsequent to DHI's breaching the Contract, the Plaintiff determined that a number of DHI's subcontractors on the Project had not been paid, including several who filed mechanic's liens which the Plaintiff was required to pay off with her own funds. *See Exhibit C.*

16. DHI's breach of the Contract resulted in substantial damages being incurred by the Plaintiff. The amount of these damages is no less than the amount set forth in the proofs of claim that the Plaintiff has filed in the present case and in DHI's Chapter 7 case, \$789,106.24. These proofs of claim, including the supporting documentation, are incorporated herein by reference.

**Count I – Violation of Va. Code Ann. § 43-13**

17. The allegations set forth in Paragraphs 1-15 are realleged hereby.

18. Virginia Code Ann. § 43-13 provides, in part:

Any contractor ... or any officer, director or employee of such contractor ... who shall, with intent to defraud, retain or use the funds, or any part thereof, paid by the owner ... or the lender to such contractor ... under any contract for the construction ... of any building or structure permanently annexed to the freehold for any other purpose than to pay persons performing labor upon or furnishing material for such construction, repair, removal, or improvement is guilty of larceny in appropriating such funds for any other use while any amount for which the contractor or subcontractor may be liable or become liable under his contract for such labor or materials remains unpaid ....

This section further provides that:

The use by any such contractor ... or any officer, director, or employee of such contractor ... of any moneys paid under the contract before paying all amounts due or to become due for labor performed or material furnished for such building or structure for



any other purpose than paying such amounts due on the project *shall be prima facie evidence of intent to defraud*. Any breach or violation of this section may give rise to a civil cause of action for a party in contract with the general contractor....

Va. Code Ann. § 43-13 (emphasis added).

19. DHI was at all relevant times a contractor within the meaning of § 43-13, and the Defendants were officers, directors and/or employees of DHI.

20. The Contract was a “contract for the construction ... of a[] building or structure permanently annexed to the freehold” owned by the Plaintiff.

21. DHI and the Defendants used money paid by the Plaintiff or the Plaintiff’s lender for purposes other than the Project while amounts owed to subcontractors and suppliers on the Project were unpaid.

WHEREFORE, Defendants violated Va. Code Ann. § 43-13, and the Plaintiff is entitled to judgment against them, jointly and severally, in an amount of not less than \$789,106.24, with interest thereon at the applicable rate until paid in full, the Plaintiff’s costs incurred herein, and such other relief as the Court deems proper.

**Count II – Violation of the Virginia Consumer Protection Act**

22. The allegations set forth in Paragraphs 1-21 are realleged hereby.

23. The Plaintiff is a “person” within the meaning of Va. Code Ann. § 59.1-198.

24. Contracting for the construction of a residential home constitutes a “consumer transaction” involving the sale of services primarily for personal or family purposes within the meaning of Va. Code Ann. § 59.1-198.

25. DHI and the Defendants, its agents, are “suppliers” within the meaning of Va. Code Ann. § 59.1-198.

26. The actions of DHI and the Defendants were in violation of Va. Code Ann. § 59.1-200A including, but not limited to, subsections A(10), A(14) and A(57).

27. DHI and Defendants engaged in deceptive or fraudulent acts or practices in connection with this consumer transaction including, but not limited to, misrepresenting that Plaintiff's deposit would only be used for the Project, that draw requests were being used only for obligations associated with the Project, and that all amounts required to have been paid at the time of each draw request had been paid.

28. Defendants acted willfully in committing these violations.

WHEREFORE, the Defendants have violated the Virginia Consumer Protection Act and are liable, jointly and severally, to the Plaintiff in an amount of not less than \$789,106.24, with interest thereon at the applicable rate until paid in full, the Plaintiff's costs incurred herein, and such other relief as the Court deems proper. In addition, the Defendants are jointly and severally liable for the Plaintiff's attorney's fees incurred herein. Because these violations were willful, these damages should be trebled in accordance with the Act.

### **Count III – Fraud**

29. The allegations set forth in Paragraphs 1-28 are realleged hereby.

30. The statements made by Tommy Dobson in the Contract and Christine Dobson in the draw requests, including, but not limited to, statements that Plaintiff's deposit would only be used for the Project, that draw requests were being used only for obligations associated with the Project, and that all amounts required to have been paid at the time of each draw request had been paid, were false.

31. The statements made by Tommy Dobson in the Contract and Christine Dobson in the draw requests, including, but not limited to, statements that Plaintiff's deposit would only be

used for the Project, that draw requests were being used only for obligations associated with the Project, and that all amounts required to have been paid at the time of each draw request had been paid, were material.

32. The statements made by Tommy Dobson in the Contract and Christine Dobson in the draw requests, including, but not limited to, statements that Plaintiff's deposit would only be used for the Project, that draw requests were being used only for obligations associated with the Project, and that all amounts required to have been paid at the time of each draw request had been paid, were made intentionally and knowingly.

33. The statements made by Tommy Dobson in the Contract and Christine Dobson in the draw requests, including, but not limited to, statements that Plaintiff's deposit would only be used for the Project, that draw requests were being used only for obligations associated with the Project, and that all amounts required to have been paid at the time of each draw request had been paid, were made with the intent to mislead the Plaintiff and her lender regarding the application of the funds and other matters.

34. The Plaintiff and her lender relied upon the statements made by Tommy Dobson in the Contract and Christine Dobson in the draw requests, regarding the allocation and use of funds provided by the Plaintiff and the Plaintiff's lender, among other statements made by the Defendants, and the Plaintiff and her lender would not have advanced funds under the Contract but for these statements.

35. The Plaintiff was damaged as result of the fraudulent statements made by the Defendants.

WHEREFORE, the Defendants committed fraud under Virginia law and the Plaintiff is entitled to judgment against them, jointly and severally, in an amount of not less than \$789,106.24,

with interest thereon at the applicable rate until paid in full, the Plaintiff's costs incurred herein, and such other relief as the Court deems proper.

**Count IV – Constructive Fraud<sup>2</sup>**

36. The allegations set forth in Paragraphs 1-35 are realleged hereby.

37. The statements made by Tommy Dobson in the Contract and Christine Dobson in the draw requests, including, but not limited to, statements that Plaintiff's deposit would only be used for the Project, that draw requests were being used only for obligations associated with the Project, and that all amounts required to have been paid at the time of each draw request had been paid, were false.

38. The statements made by Tommy Dobson in the Contract and Christine Dobson in the draw requests, including, but not limited to, statements that Plaintiff's deposit would only be used for the Project, that draw requests were being used only for obligations associated with the Project, and that all amounts required to have been paid at the time of each draw request had been paid, were material.

39. The statements made by Tommy Dobson in the Contract and Christine Dobson in the draw requests, including, but not limited to, statements that Plaintiff's deposit would only be used for the Project, that draw requests were being used only for obligations associated with the Project, and that all amounts required to have been paid at the time of each draw request had been paid, were negligently made.

40. The statements made by Tommy Dobson in the Contract and Christine Dobson in the draw requests, including, but not limited to, statements that Plaintiff's deposit would only be used for the Project, that draw requests were being used only for obligations associated with the

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<sup>2</sup>This Count is plead in the alternative to Count III.

Project, and that all amounts required to have been paid at the time of each draw request had been paid, were made with the intent to mislead the Plaintiff and her lender regarding the application of the funds and other matters.

41. The Plaintiff and her lender relied upon the statements made by Tommy Dobson in the Contract and Christine Dobson in the draw requests, regarding the allocation and use of funds provided by the Plaintiff and the Plaintiff's lender, among other statements made by the Defendants, and the Plaintiff and her lender would not have advanced funds under the Contract but for these statements.

42. The Plaintiff was damaged as result of the fraudulent statements made by the Defendants.

WHEREFORE, the Defendants committed constructive fraud under Virginia law and the Plaintiff is entitled to judgment against them, jointly and severally, in an amount of not less than \$789,106.24, with interest thereon at the applicable rate until paid in full, the Plaintiff's costs incurred herein, and such other relief as the Court deems proper.

**Count V – Nondischargeability under 11 U.S.C. § 523(a)(2)(A)**

43. The allegations set forth in Paragraphs 1-41 are realleged hereby.

44. As set forth above, Defendants made numerous false representations regarding the application of funds received from the Plaintiff and Plaintiff's lender.

45. The Defendants knew that these representations were false when they made them.

46. The Defendants made these representations with the intent to deceive the Plaintiff and her lender so that, among other things, additional funds would be advanced in the future.

47. The Plaintiff's reliance on the Defendants representations was justifiable as she had no practical way to independently verify the statements made by the Defendants and had no cause to believe that they would be dishonest in their statements to a lender.

48. The Defendants' statements were the proximate cause of the Plaintiff's damages because she would not have paid the Deposit or authorized the draw requests but for the representations of the Defendants.

WHEREFORE, the Plaintiff respectfully requests that the claims set forth in Counts I through IV be declared nondischargeable pursuant to 11 U.S.C. § 523(a)(2)(A).

Respectfully submitted,

NANCY MUMM, TRUSTEE

by counsel.

**s/Neal L. Walters**

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Virginia State Bar No. 32048

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Dobson Homes, Inc  
91 Beaver Dam Ct.  
Keswick, Va 22947  
O: (434) 591-1188

PROPOSAL

Nancy & Dale Mumm - Preliminary Custom Home Budget/Price List  
Lot - 22  
Glenmore

Date: 04/24/21

Scope of Work: ITEMS IN RED = REVISED FROM 2/03/21 BUDGET PROPOSAL



Job Address:  
3117 Darby Rd.  
Keswick Va. 22947  
TOTAL FINISHED S.F.: 4,324

	General:	Price List w/ Options	Base Home Price no options
1	3,400 s.f, 4.5 Bath Custom Farm Home (3,400 finished s.f. on 1st. Flr. & 0 finished s.f. on 2nd. Flr. & 611 s.f. Garage Slab Foundation with 186 s.f. Front Porch.) Total Finished S.F. - 3,400 S.F. ; (400 s.f. Natural Thin Stone Allowance; .4,300 s.f. siding Allowance; 6,700 s.f. HD Asphalt Shingle Roof Allowance.)	\$ 838,700.00	\$ 838,700.00
2	Lot Cost -	By Owner	
3	Closing Costs and Interest allowances -	By Owner	
4	Options:		
5	Unfinished Walk out basement with 9'-0" Walls. (Add 1,000 S.F. to 2,400 S.F. = 3,400 s.f. Add \$16,630.00 to \$44,900.00.)	\$ 61,530.00	
6	Metal Roof Accents - Location: Front Porch (250 s.f. allowance.)	\$ 2,500.00	
7	Standing Seam Metal Roof in lieu of HD Architectural Shingles. (6,700 s.f. x \$10.00 = \$67,000.00)	NA	
8	Make 1st. Floor Walls 10'-0" Tall w/ 8'-0" Tall Interior Doors. (3,400 s.f. & 25 interior doors.) If selected \$18,900.00	T.B.D.	
9	Add additional 2,000 s.f. of exterior stone. (Total Exterior Stone Allowance with option - 2,400 s.f.)	NA	
10	Haul in additional dirt for rear "Walk-out Terrace" approximately (150) loads. - Budgeted hauling only; typically we can get dirt at no charge.	NA	
11	42" Wood Burning Fireplace insert w/ Gas Rgh-in for future Log Set w/ Natural stone Surround & Hearth w/ 6" x 8" Oak Mantle. (Great Room)	\$ 10,850.00	
12	Add Specialty interior trim details; (Ship Lap, Wainscoting, etc.) to interior walls - 60 L.F. up to 10' tall allowance. Locations T.B.D.	T.B.D.	
13	Finish Basement Recreation Room - 600 s.f. (\$33,300.00 & finishes to match 1st. Floor specifications.)	\$ 33,300.00	
14	Finish Basement Guest Bedroom & W.I.C. - 264 s.f. (\$14,652.00 & finishes to match 1st. Floor specifications.)	\$ 14,652.00	
15	Finish Media Room with LVT/CARPET Flooring. - 342 s.f. ( \$18,980.00 Increases & finishes to match 1st. Floor specifications.)	T.B.D.	
16	Finish Basement Bath. - 60 s.f. (\$9,750.00 Increase Existing allowances; Plumbing - \$800.00, Granite - \$575.00 , Lighting - \$400.00, Tile - \$2,800.00, etc.)	\$ 9,750.00	
17	Finish Exercise Room - 320 s.f ( \$17,760.00 LVT or Rubber Flooring added to Carpet/LVT Allowance below.)	T.B.D.	
18	Finish Basement Wine Cellar with Stone & Natural wood accents & Brick or Stone Floor & with-out Climate Control. (100 s.f.)	T.B.D.	
19	Add Additional (40) Recessed Lights	\$ 4,600.00	
20	20 KW back-up Generator option.	\$ 10,250.00	
21	Whole House Surge protector	\$ 600.00	
22	Increase Concrete Patio Size from 144 s.f. to 600 s.f. (Custom color concrete)	\$ 5,016.00	
23	Upgrade Master Bedroom from Carpet to 3",4",5" Random width "White Oak" sand and finish wood flooring. (500 S.F. including closets @ \$4.65) Part of Wood Flooring Allowance. (Increased Allowance)	T.B.D.	
24	Screen Porch off the rear of the home. -288 s.f. (Includes Trex Decking w/ Hidden Fasteners.)	\$ 23,538.00	
25	Add Rear Uncovered Deck with Trex Decking with-out stairs to Terrace grade below - (16' x 22' = 352 s.f.)	\$ 19,500.00	
26	4'-0" Wide Pressure Treated Stair w/ Trex Decking Treads. Up to 19 Riser's.	\$ 6,995.00	
27	Upgrade all Drywall to 5/8" in lieu of 1/2". (Note - 5/8" is standard on all ceilings & garage walls.)	\$ 2,450.00	
28	42" Wood Burning Fireplace insert w/ Gas Rgh-in for future Log Set w/ Natural stone Surround & Hearth w/ 6" x 8" Oak Mantle. (Hearth Rm.)	\$ 10,850.00	
29	Add Utility sink in basement Mechanical Room or Garage.	\$ 695.00	
30	Add Zone Damper system to basement level	NA	
31	Add Steam Humidifier to HVAC System.	\$ 2,220.00	
32	Add HVAC Zone to Master Bedroom.	\$ 3,250.00	
33	Add HVAC Electronic Air Cleaner.	\$ 2,350.00	
34	Add HVAC UV light Air scrubber. (Up to 5,000 s.f.)	T.B.D.	
35	Increase HVAC Allowance for an 18 SEER unit.	T.B.D.	
36	Increase Appliance Allowance	\$ 5,000.00	
37	Add (4) 6" x 8" Oak Beam's in Kitchen Ceiling or Equivalent	T.B.D.	
38	Increase Cabinet Allowance.	\$ 6,000.00	
39	Add Tree Clearing Allowance	\$ 1,000.00	
40	Increase Excavation Allowance	\$ 3,750.00	
41	Increase Back-fill Allowance	\$ 1,250.00	
42	Increase Final Grade Allowance	\$ 1,250.00	
43	Increase Driveway Paving Allowance - (Increased to accommodate Tar & Chip & Cobblestone border & Transition Strip options.)	T.B.D.	
44	Dig Utility service line ditch allowance.	\$ 1,315.00	
45	Whole House Gas Package	\$ 1,600.00	
46	Upgrade Bedrooms #2 & #3 from Carpet to 3",4",5" Random width "White Oak" sand and finish wood flooring. (800 s.f.)	T.B.D.	
47	Upgrade 3", 4", 5" Random width White Oak Flooring to 5" White Oak Including PSL Glue. (Kitchen, DR, Study, Hallway & Living Room. - 2,372 s.f.)	\$ 9,500.00	
48	Increase Landscape Allowance.	\$ 10,000.00	
47	Add HVAC & Utility Equipment Privacy Fence Allowance	\$ 2,100.00	
48	Add Custom Built-ins in Great Room & Mud Room (18'-0") Exact Design T.B.D. & Part of Built-in Allowance	\$ 9,000.00	
49	Add Coffered Ceiling in Great Room	T.B.D.	
50	Increase Exterior Door Allowance	\$ 5,000.00	
51	Architectural Review Board Application & Fee's - Allowance (Landscape plans, Application Fee's, & Grading Plans.)	\$ 2,000.00	
52	Architectural Design - Allowance (Floor Plans, Engineering & Elevation's)	\$ 4,100.00	
53	Increase Trash/Debris Hauling allowance.	NA	
54	Exterior Decorative Brackets, Braces, Corbels, etc. Trim Materials & Labor Allowance - (15) ea.	T.B.D.	
55	Install Dog Run Fenced in area Allowance.	T.B.D.	
56	Add (2) Entry 30" wide x 72" tall Natural Stone Column with LED lights - 12" x 12" x 8" Column Block with 2"-3" Natural Thin Stone with 6"-8" Building Stone 2 tier cap with (2) LED lights per column. (If selected - \$6,700.00)	T.B.D.	
57	Increase Window Allowance	\$ 4,400.00	
58	Increase Granite allowance	\$ 3,000.00	
59	Add 2nd. HVAC Equipment for Basement only.	\$ 11,800.00	
60	Upgrade 4,300 s.f. of Siding to Brick	\$ 21,450.00	
61	Add Breezeway from garage to home. (10' x 16' = 160 s.f.) - Covered Breezeway Porch w/ Dimensional Asphalt Shingle roofing over 1/2" osb roof sheathing over Roof Trusses supported by 10" painted posts with 2" Blue Stone perimeter banding with 3,000 psi concrete finish flooring over 8" concrete walls with Stucco Finish Veneer.	T.B.D.	
62	Add Mini-Split system to detached garage allowance.	T.B.D.	
63	Add Cobblestone Border & Parking Area.	T.B.D.	
64	Media & Network Allowance Package - (11) Speakers, (4) HD Camera's, Installation of (2) T.V.'s by other's & Installation of a Mesh Wireless Network system by other's. (Network Cabinet, Network Switch, Speakers & Cameras are the only equipment provided)	\$ 10,800.00	
65	Chimney Cap Allowance - (3) x \$1,200.00	T.B.D.	
66	42" Gas Fireplace insert w/ Mantle Surround & Stone Hearth. (Study)	NA	
67	42" Wood Burning Fireplace insert w/ Gas Rgh-in for future Log Set and Mantle Surround & Stone Hearth. (Screen Porch)	Deleted	
68	Increase Mirror & Shower Door Allowance.	\$ 2,800.00	
69	Add (1) Garage Bay to 2-Car Garage. (11' x 26' = 286 s.f.)	\$ 13,300.00	
70	Increase Light Fixture Allowance	\$ 5,500.00	
71	Increase Front Door Allowance.	\$ 1,800.00	
72	Increase Plumbing Allowance	\$ 3,800.00	
73	Add Irrigation Well Allowance.	NA	
74	Add Shutter Allowance	T.B.D.	
75	Trim-out Security System Allowance	\$ 3,800.00	
76	Heated Tile Flooring (\$25.00 per S.F. - 100 s.f. = \$2,500.00)	T.B.D.	
77	Material Price Increase on Framing due to COVID related variables Allowance.	\$ 15,000.00	
78	Total Options:	\$ 385,211.00	
79	Total Price including Options:	\$ 1,223,911.00	





80	ALLOWANCES SCHEDULE (INCLUDED IN PRICE ABOVE):	Price List w/ Options	Base Home Price no options
81	ARCHITECTURAL DESIGN & CAD SERVICES.	\$ 6,256.00	\$ 2,156.89
82	ARCHITECTURAL REVIEW BOARD APPLICATION & DESIGN FEE'S	\$ 2,000.00	\$ -
83	UTILITY SERVICES (digging & installation of Power & T.V./Phone.)	\$ 1,315.00	\$ -
84	TRASH/DEBRIS HAULING & REMOVAL	\$ 4,550.00	\$ 4,550.00
85	GAS UTILITIES (L.P. & Natural Gas installation & Material; 100 gallons of L.P. included.)	\$ 2,667.00	\$ 1,067.00
86	SURVEYING & LOT RESEARCH (Site Plan, Grading Plan, Home Site points, etc.)	\$ 2,575.00	\$ 2,575.00
87	ENGINEERING & EROSION CONTROL (Silt Fence, Sediment traps, rip/rap, etc. - Final design to be completed after grading /site plan completions.)	\$ 600.00	\$ 600.00
88	WELL/WATER METER TAPP FEE'S	\$ 8,000.00	\$ 8,000.00
89	SEPTIC/SEWER TAPP FEE'S (For a Septic System with 6 lines, and 200' of 4" gravity main., plus AOSE permit, & Health Permit.)	\$ 9,725.00	\$ 9,725.00
90	CLEARING	\$ 1,000.00	\$ -
91	EXCAVATION. (Including dirt Hauling some dirt HAULING included, final dirt needs to be determined and to billed out to client at builders cost.)	\$ 8,750.00	\$ 5,000.00
92	DRIVEWAY STONE. (#3'S. 57'S, 21A'S, etc.)	\$ 1,880.00	\$ 1,880.00
93	BACKFILL	\$ 5,000.00	\$ 3,750.00
94	FINAL GRADE	\$ 8,000.00	\$ 6,750.00
94	FRONT DOOR ASSEMBLY. (Aberdeen)	\$ 7,600.00	\$ 5,800.00
95	EXTERIOR WINDOWS. ( Andersen 400 Min. Specifications - (44) Window Opening's + Installation Labor & Materials \$715 ea.)	\$ 31,460.00	\$ 27,060.00
96	EXTERIOR DOORS EXCLUDING FRONT DOOR. (Andersen 200 for Formal Area's & Therma-Tru for Informal Area's or Equivalent - (4) Formal Door Opening's & (2) Informal Door Opening's plus increased door allowance for basement & upgrade 1st. Floor doors.)	\$ 13,350.00	\$ 8,350.00
97	INTERIOR DOOR ALLOWANCE. (38) opening's all solid core w/ ball bearing hinges.)	\$ 6,650.00	\$ 6,650.00
98	OVERHEAD GARAGE DOORS. (2) + (1) = (3) 9' x 8'	\$ 7,080.00	\$ 4,720.00
99	WOOD BURNING & GAS FIREPLACE SYSTEMS (Fireplace unit, venting, cast stone surround, mantle & hearth or equivalent)	\$ 21,700.00	\$ -
100	CHIMNEY CAP & SHROUDS.	T.B.D.	
101	PLUMBING FIXTURES. (Sinks & Tub/Shower Faucets, Toilets, Tubs, water heaters, recirculation pump)	\$ 15,800.00	\$ 11,200.00
102	HVAC SYSTEMS (17 SEER DUAL FUEL BSMNT & 1ST. FLR & 17 SEER STRAIGHT HEAT PUMP 2ND. FLR.)	\$ 41,833.00	\$ 30,033.00
103	LIGHT FIXTURES AND FANS. (STANDARD)	\$ 13,266.00	\$ 7,366.00
104	RECESSED LIGHT FIXTURES. (40 + 40 = 80 @ \$115.00 EACH.)	\$ 9,200.00	\$ 4,600.00
105	20KW WHOLE HOUSE GENERATOR. (Cost is \$9,600.00 plus fuel for tank.)	\$ 10,250.00	\$ -
106	HOUSE VACUUM.	Not included	Not included
107	KITCHEN AND BATH CABINETS. (Cabinets and Installation)	\$ 29,750.00	\$ 23,750.00
108	KITCHEN AND BATH COUNTERTOPS.	\$ 9,975.00	\$ 6,400.00
109	BUILT-INS – CABINETS.	\$ 9,000.00	\$ -
110	INTERIOR TRIM PACKAGE. (Window/Door Casings, Base bd, Crown, Shelving, etc.)	\$ 13,680.00	\$ 10,880.00
111	INTERIOR STAIR RAILING SYSTEMS. (Newel Posts, Railing's, Balusters, etc.)	\$ 2,213.25	\$ 1,135.00
112	EXTERIOR RAILING ALLOWANCE	\$ 6,800.00	
113	EXTERIOR SHUTTER ALLOWANCE (M&L)	\$ 8,250.00	\$ -
114	FINISH FLOORING – TILE & MARBLE (Showers, Back splash, Floors Material)	\$ 9,704.00	\$ 8,704.00
115	FINISH FLOORING – TILE & MARBLE (Showers, Back splash, Floors Labor)	\$ 9,800.00	\$ 8,400.00
116	FINISH FLOORING – CARPET/LVT ( Above Ground: 800s.f. Basement only: 875+264+342+320+ s.f. )	\$ 13,045.15	\$ 3,880.00
117	FINISH FLOORING – 3",4", 5" WHITE OAK SAND & FINISH W/ 3 FINISH COATS. (Total 2,000 s.f. plus sand & finish stairs)	\$ 28,150.00	\$ 18,650.00
118	SPECIAL ELECTRONICS - MEDIA & SECURITY ROUGH-IN ONLY; NO EQUIPMENT.	\$ 4,582.00	\$ 4,582.00
119	EXTERIOR & INTERIOR LOCKS AND BATH ACCESSORIES/DOOR HARDWARE.	\$ 3,665.00	\$ 3,665.00
120	APPLIANCES. (Installation & Appliances)	\$ 15,400.00	\$ 10,400.00
121	MIRRORS & SHOWER ENCLOSURES. (Master Shower Door only, plus bath mirrors.)	\$ 6,025.00	\$ 3,225.00
122	WALKWAY S.F. (288 S.F.)	\$ 2,790.00	\$ 2,790.00
123	PATIO S.F. (144 + 456 = 600 S.F.)	\$ 6,600.00	\$ 1,584.00
124	LANDSCAPING. (Seed & Straw, Landscaping, Mulch, Top soil, Shrubs.)	\$ 10,800.00	\$ 10,800.00
125	DRIVEWAY S.F. (2,800 S.F.)	\$ 4,984.00	\$ 4,984.00
126	WALL PAPER.	NA	NA
127	WATER TREATMENT SYSTEM. - AVG. Cost - \$4,200.00	T.B.D.	\$ -
128	Material Price Increase on Framing due to COVID related variables Allowance.	\$ 15,000.00	
129			
130	Total House price with out options selected options above:	\$ 838,700.00	\$ 838,700.00
131	Total Options selected above:	\$ 385,211.00	\$ -
132	Total Home Price with selected options and Allowances above:	\$ 1,223,911.00	\$ 838,700.00

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**DESIGN BUILD**  
(Legally Binding Contract)

THIS DESIGN BUILD CONTRACT ("AGREEMENT") is made this 27th day of April, 2021, between **DOBSON HOMES INC.** ("CONTRACTOR"), a Virginia registered contractor with Class A registration number **2705 112606A**, whose current mailing address, email address, and phone number are **Dobson Homes Inc. / P.O. Box 7181 / Charlottesville, VA 22906 / (434) 591-1188 / info@dobsonhomesva.com** and **Nancy Mumm, UA 08/22/2018 Nancy Mumm Trust**, jointly and severally (together, herein called "OWNER"), whose current mailing address, email address, and phone number are 11581 Avonadale Drive Fairfax, Va. 22030

W I T N E S S E T H:

1. **THE PROPERTY.** Owner has an insurable deed interest in and to that certain real property known as: Lot 22, Block \_\_\_\_\_, \_\_\_\_\_ Subdivision, Glenmore, Albemarle County, Virginia. ("PROPERTY").

2. **IMPROVEMENTS.** Owner and Contractor intend that Contractor shall construct improvements on the Property in accordance with the terms and provisions of this Agreement to include house built by CONTRACTOR in accordance with the attached Scope of Work, plans and specifications (the "Project Documents"), all of which are specifically incorporated herein by this reference. Contractor shall furnish all equipment, tools and materials and perform all of the labor shown on the Project Documents, all of which have been initialed by the parties and may be collectively referred to herein as the "Plans". In the event of a conflict between any drawings and the specifications, the specifications shall control. The term "Work" as used in this Agreement includes all labor necessary to complete the construction, including site preparation, installation of utilities (including in-house wiring for telephone and cable/internet), construction, paving, landscaping, grading, and walkways together with all materials, fixtures and equipment required for such construction to provide a "turn-key" completed residence built in a good and workmanlike manner according to industry standards, in conformity with the Plans, allowances and with all applicable state and local building codes and ordinances. The Contractor shall perform the Work to the extent it is consistent with the Plans and reasonably inferred from them as being necessary to produce the Work. All materials, supplies, appliances, and other personal property that will be incorporated into the improvements shall become property of the Owner upon closing on the Property. The performance of the Work shall commence in 90 days, and provided: 1) all applicable permits have been obtained, and 2) weather and ground conditions permit such commencement. 3) All Architectural Review Board reviews are complete & letter of approval has been issued giving permission to Builder to commence with the start of construction. In the event that a necessary permit has not been obtained or weather or ground conditions prohibit commencement at such time, the Contractor will commence the Work as soon as reasonably possible after the required permit is received or weather or ground conditions become reasonably suitable. The anticipated time of completion of the Work shall be 300 days, provided that the Contractor shall not be held responsible for any actual delays caused by weather, labor shortages, delays in material shipments (unless such delay was occasioned by the Contractor), acts of God, Owner's defaults under this Agreement, or any other causes that are beyond the Contractor's control. Delays resulting from matters beyond Contractor's control do not constitute abandonment. At all times the Contractor shall endeavor to ensure that the Work progresses and is completed in a timely manner. Should the actual completion date extend past July 31st, 2022, contract completion date by fault of the Contractor or any subcontractor, the Contractor shall credit Owner with the Owner's rental and storage costs for the period beginning on the 15th day after August 31st, and ending upon actual completion. Contractor is responsible for securing approval from the Glenmore Design Committee and all application fee's, bonds, design costs, plans & if any 3rd. party supplemental documentation required by the Committee for approval. All fee's, bonds, design costs, plan costs are part of Allowance Schedule.

3. **PURCHASE PRICE.** As consideration for this Agreement and the completion of the Work, the purchase price of the WORK is One Million Two Hundred Twenty Three Thousand Nine Hundred Eleven One AND No/100 DOLLARS, \$ 1,223,911.00 (PURCHASE PRICE), and such purchase price shall be paid to CONTRACTOR as follows:  
\$ 100,000.00 by DEPOSIT by personal check paid to the Contractor within 3 days of the full execution of this Agreement ("DEPOSIT").  
To be hand delivered or Mailed to 91 Beaver Dam Ct., Keswick Va. 22947.  
\$ 1,123,911.00 PER CONSTRUCTION DRAW SCHEDULE, as specified in this Agreement.  
\$ 1,223,911.00 Total

4. **ALLOWANCES.** Any work to be performed by CONTRACTOR for which the exact cost has not been determined at the time of execution of this Contract shall be covered by Allowances contained in the Project Documents and specifically set forth on the Scope of Work. These Allowances are included in the total Purchase Price set forth in Section 3 above. If an Allowance is not fully spent, the Contractor shall credit the Owner for the difference between the actual cost and the Allowance amount at the time of Final Payment. If Owner spends more than the Allowance, the Contractor will issue a change order and an amendment to change the sales price. AN UPDATE OF ALLOWANCES USED TO BE REPORTED EVERY 60 DAYS DURING PERIOD OF CONSTRUCTION.

5. **DEPOSIT; ACCOUNTING; DRAW REQUESTS; MECHANIC'S LIEN AGENT.** Owner shall make the DEPOSIT directly to the Contractor. The Contractor shall apply the Deposit toward the Work and construction of the improvements to the Property only to



no other project or undertaking by the Contractor. The Deposit and all other payments made by Owner shall be credited against the final payment of the Purchase Price. If for any reason the contingencies set forth in this Agreement are not satisfied, the Contractor shall credit the Owner the full amount of the deposit minus any costs actually incurred by the Contractor during the contract period to include any incurred permits, plans and surveying cost for this project. At the request of the Owner, the Contractor shall provide an updated accounting of any Allowances, provided, however, that the Contractor shall not be required to provide periodic accountings of the entire project until the accounting provided in connection with final payment. Contractor will provide a draw request to the Owner per OWNER'S approved draw schedule. The requested amount shall conform to the percentage of completion as set forth on the draw schedule as approved by the Owner. The parties agree that Owner's attorney or Lender - T.B.D shall be the posted Mechanic's Lien Agent for the purposes of this Agreement. Contemporaneous with the progress payments described in this section, the Contractor will provide the Owner with fully executed waivers and releases of mechanic's and material men's liens, in form satisfactory to the OWNER and Mechanic's Lien Agent.

6. **PROGRESS PAYMENTS AND FINAL PAYMENT.**

(A) Except for the Deposit, the Contractor shall issue to the Owner interim billings/invoices for construction in progress in accordance with the schedule approved by the OWNER attached hereto as Schedule A. Payment shall be made as approved by the OWNER. Each such interim billing/invoice shall specify items for which payment is being requested. The requested amount shall conform to the percentage of completion as set forth on Schedule A as approved by the OWNER. See Addendum.

(B) Final payment of Purchase Price ("Final Payment") shall be due upon (a) Contractor's receipt of Certificate of Occupancy, temporary or permanent; and (b) a joint inspection of the Property by the Contractor and the Owner, at which time: 1) the improvements on the Property shall have been constructed in accordance with the Plans, as they may have been amended from time to time, 2) the Property shall be in broom clean and turn-key condition, with all glass scraped, if necessary, and cleaned, completely free of all trash, rubbish, debris, boxes and of the Contractor's equipment as well as any leftover materials and inventory. The Owner agrees to conduct the joint inspection within three (3) days of Contractor's notice that the Property is ready for inspection. If the parties identify any deficiencies or incomplete work at the time of such inspection, then the parties shall prepare a list describing the deficiencies or incomplete work, with a fair market value of each item and reasonable timeline for Contractor's completion of each such item specified, provided that there shall be no escrow for touch-up painting or drywall work. An account equal to one hundred percent (100%) of the total value of all such items shall be held in escrow by the Owner's attorney at the time of Final Payment. The Contractor shall at this time be paid the remaining balance of the Total Price, as adjusted by any Change Orders, less any escrowed amount. Thereafter as each item for which an escrow has been established is satisfactorily completed by Contractor and approved in writing by Owner, which approval will not be unreasonably withheld or unduly delayed, the specified value of such item shall be promptly paid by the escrow agent to the Contractor. The provisions of this paragraph shall survive the Final Payment, and shall not be deemed merged upon completion of the Work. The Owner may not move any property into residence unless full payment of Contract & all Invoiced Change Orders have been paid in full, unless another agreement between Contractor & Owner has been made and agreed to by all parties of this contract.

\*(C) Any disputed list items or any items pertaining to this Contract agreement to be settled by arbitration administrated by the American Arbitration Association under its Construction Industry Arbitration Rules, and the judgment on the reward rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.\*

7. **OWNER'S PERFORMANCE ABILITY.** OWNER grants CONTRACTOR permission to discuss with Lender all details of "Performance Ability" (defined as OWNER's financial ability to secure a loan and provide the funds due at settlement as set forth in this Agreement). Upon request, OWNER will promptly execute any documents required to evidence this permission and will provide CONTRACTOR with documentary evidence of OWNER's ability to provide the additional funds due at settlement.

8. **FINANCING CONTINGENCY.** If one or more loan amount(s) are set forth in Section 3, then this Agreement is contingent upon the OWNER obtaining one or more written commitment(s) for a loan(s) secured by deed(s) of trust on the PROPERTY in the amount(s) as set forth in Section 3. OWNER agrees to make a good faith, complete written application(s) for such financing (including the payment of any required application, credit report, appraisal and other advance fees) within 5 business days of the date of this Agreement, and promptly furnish the Lender all requested documentation and to diligently pursue in good faith obtaining written commitment(s) for such financing. OWNER shall promptly send by mail or fax a copy of any written loan commitment or notice of disapproval. If OWNER receives such commitment(s) for the financing set forth in Section 3, OWNER agrees to accept same, send a copy of the acceptance to CONTRACTOR and to pay all fees and execute all documents to close and fund the loan. In the event that the Loan commitment contains contingencies that are unacceptable to the Contactor in its absolute and sole discretion, then either party may at any time subsequent to that date terminate this Agreement by providing written notice thereof to the other party, in which event neither party shall have any further rights, duties or obligations pursuant hereto. Failure to diligently pursue obtaining the Loan shall be deemed a material breach of this Agreement. Should the commitment(s) contain conditions, including, but not limited to sale of other owned property or elimination of debt, OWNER agrees to be responsible for and assumes the risk of fulfilling any such conditions. The failure to satisfy any such conditions or the termination or expiration of such commitment(s), for any reason, shall not release the OWNER from his obligations under this Agreement unless notated as a contingency item. If OWNER does not obtain such commitment(s) and so notifies CONTRACTOR in writing before 5:00 p.m. local time on May, 30th, then this Agreement shall terminate and the DEPOSIT shall be refunded to OWNER, less any actual, incurred expenses (for example, permits, design fees). If no notice with regard to the commitment is received by CONTRACTOR by the above deadline (or such later time as the parties may agree in writing), the CONTRACTOR shall have the absolute right to (a) deem the financing contingency satisfied, or (b) terminate this Agreement by mailing to OWNER written notice of such termination and returning the DEPOSIT. If OWNER fails to obtain timely loan commitment(s) because of (i) material misstatements made by OWNER about his financial or credit



status, (ii) the failure of OWNER to make timely application or to diligently and in good faith pursue obtaining such financing, or (iii) the failure of OWNER to cooperate with his lender in processing the mortgage loan or application, then CONTRACTOR may declare OWNER to be in default and shall be entitled to recover all damages, including attorney's fees. In such case, CONTRACTOR may avail itself of any legal or equitable rights and remedies, including, but not limited to, application of the DEPOSIT to such damages.

9. **SUBSTITUTIONS AND SELECTIONS.** After consultation with Owner and with the permission of Owner, CONTRACTOR reserves the right to make such changes or substitutions of equal value and quality in the construction in CONTRACTOR's judgment as may be required by material shortages, to avoid delays, other reasons beyond the direct control of CONTRACTOR or as required, authorized or approved by Lender or governmental agencies having jurisdiction thereof provided, however, that the Contractor shall give Owner at least five (5) days advance written notice of its intent to substitute any material component of the Work during which time Owner may select its own substitute materials, goods, etc. In the event of an out of stock ALLOWANCE item the Owner shall promptly make alternative selections from immediately available stock at any local supplier, in which event a change order shall be entered into reflecting any variance, and the Purchase Price shall be adjusted accordingly. If, in the case of an Allowance, the Owner is unavailable or fails to make an alternative selection within seven (7) days of receipt of notice, then the CONTRACTOR reserves the right to make such changes or substitutions of equal value and quality in the construction in CONTRACTOR's judgment as may be required by material shortages, to avoid delays, other reasons beyond the direct control of CONTRACTOR or as required, authorized or approved by Lender or governmental agencies having jurisdiction thereof. When possible and applicable as determined by CONTRACTOR, OWNER may make selections from CONTRACTOR's samples or from CONTRACTOR's suppliers, as directed by CONTRACTOR. All selections must be made in accordance with Contractor's reasonable construction schedule. Contractor shall give as much advance written notice as reasonably possible in connection with its need for any selection.

10. **MODIFICATIONS/CHANGE ORDERS.** This Agreement, together with the exhibits, amendments and change orders, contains the entire agreement between the parties and shall not be modified, except in writing, signed by CONTRACTOR and OWNER. Neither party is bound by any oral statement or representation made by the party or its agents. If OWNER is husband and wife, the signature of either spouse on a change order shall be deemed to bind the other spouse. Should additions and/or changes be made, the date of completion may be altered. Any additional charge for the changes or any change in the completion date shall be noted on the change order. Unless otherwise specified by CONTRACTOR in the change order, all additional charges for change orders shall be paid in cash to CONTRACTOR at the time of signing the change order in order to make it effective. If any change order results in a decrease in the Purchase Price, the amount of the Final Payment will reflect a credit for such decrease. Each change order may contain more than one actual change. Allowance overages shall be handled as change orders.

11. **CONTRACTOR RESPONSIBILITIES.** The Contractor shall apply, pay for, and obtain all necessary building, occupancy, and other governmental permits and licenses which may be required in connection with the Work and for the use and occupancy of the Property and shall notify the Owner immediately if any component of the Plans prevents Contractor from obtaining any such permit. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and shall pay for all labor, materials, tools, equipment, and machinery required for the proper completion and execution of the work. The Contractor warrants to the Owner that all materials, fixtures and equipment incorporated in the Work shall be new (unless otherwise specified in the Plans and Project Documents), and that the Work will be of good quality according to industry standards, and in conformity with the Plans and applicable building codes. The Contractor hereby indemnifies the Owner against all liabilities, claims, losses and expenses, including Owner's reasonable attorney's fees, for personal injury or property damage arising out of or caused by any act or omission of Contractor, his subcontractors, agents, or employees arising in or about the Property at any time the Work is conducted, except that Contractor assumes no liability for any accidents or injuries to Owner, Owner's family, or assigns who visit the Property. The Contractor further agrees to use proper care and caution in the performance of its work so as not cause damage to any adjacent property. The Contractor shall indemnify and hold the Owner harmless from any liabilities, claims, or demands for damage to such adjacent property. The Contractor shall remedy any defects due to faulty materials or workmanship and pay for any damage to other work resulting therefrom, which shall appear within a period of 5 years from the date of issuance of the Certificate of Occupancy by the local governing agency. In the event that Owner gives its permission for Work on the Property to be done by another person or entity other than the Contractor during the construction and the warranty period, both parties acknowledge that the Contractor shall not be liable for defective Work performed by the third party, damages to Contractor's Work caused by the third party, presence or lack of insurance, or for enforcing safety upon the third party.

12. **WARRANTY.** Unless agreed upon otherwise in writing, the materials and workmanship in the new dwelling on the PROPERTY are warranted by CONTRACTOR to be sufficiently (a) free from structural defects, so as to pass without objection in the trade, and (b) constructed in a workmanlike manner, so as to pass without objection in the trade, for a period of 1 years from time of possession by the OWNER, whichever occurs first. Owner understands that the Contractor cannot extend any manufacturers warranties since the assembly of these items are done outside Contractor's supervision and control, if any manufacturers warranties are voided due to improper installation and improper craftsmanship by the Contractor, the Contractor will assume such warranty and replace at CONTRACTORS cost. THIS WARRANTY CANNOT BE TRANSFERRED EXCEPT WITH WRITTEN APPROVAL OF CONTRACTOR.

EXCEPT AS SET FORTH ABOVE, CONTRACTOR EXCLUDES AND DISCLAIMS AND OWNER WAIVES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF GOOD WORKMANSHIP, HABITABILITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, INCLUDING ALL WARRANTIES SET FORTH IN VIRGINIA CODE §55-70.1. CONTRACTOR MAKES NO REPRESENTATION OF AND DISCLAIMS ANY WARRANTY AS TO THE PRESENCE OR LACK OF RADON, MOLD OR OTHER HAZARDOUS ENVIRONMENTAL CONDITIONS OR AS TO THE EFFECT OF RADON, MOLD OR



ANY SUCH CONDITION ON THE PROPERTY OR ITS RESIDENTS. OWNER WAIVES ANY WARRANTIES WHICH COULD BE CONSTRUED TO COVER THE PRESENCE OF RADON, MOLD OR OTHER HAZARDOUS ENVIRONMENTAL CONDITIONS. THE ONLY WARRANTIES WHICH CONTRACTOR PROVIDES TO THE OWNER ARE THOSE CONTAINED IN THE PRECEDING PARAGRAPH OF THIS SECTION.

When repairs are required pursuant to the above warranty, the OWNER shall send a written list to CONTRACTOR. Correction of appropriate warranted items shall be made by CONTRACTOR as expeditiously as possible allowing a reasonable time for scheduling. The OWNER is encouraged to wait a reasonable time to allow detection of a complete call-back list before submitting, except in the event of emergencies, issues of safety or conditions which are likely to require substantially more repairs if the work is delayed. All requests for warranty work must be in writing.

Separate manufacturers' warranties cover items such as appliances. CONTRACTOR will transfer those warranties to OWNER at time of settlement and OWNER's sole remedy for defects in such items shall be against such manufacturer.

As stated above, CONTRACTOR has provided a warranty for materials and workmanship, but CONTRACTOR shall not be responsible for any damages caused by radon, mold, fungus or by some other agent, to include but not be limited to damage to personal property, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects, or any other effects. OWNER hereby waives all such claims. Contractor shall install a Radon Evacuation System per specs.

13. **INSURANCE.**

A. **Worker Compensation/General Liability.** CONTRACTOR agrees to maintain appropriate liability and workers compensation insurance and hold OWNER harmless from any liability or claims arising from personal injury that may occur on the PROPERTY prior to settlement, except where such injury occurs as a result of the intentional acts or gross negligence of OWNER, their agents or invitees.

B. **Risk of Loss.** The risk of loss or damage to the improvements on the PROPERTY by fire, acts of God or other casualty remains with CONTRACTOR until Final Payment.

C. **Builder's Risk Insurance.** The Owner shall provide property damage (hazard) insurance during construction with an amount of coverage in effect that will at minimum coincide with the amount paid to the Contractor at any time during the Work. Additionally the Owner shall, prior to the commencement of construction, arrange for "builders risk" insurance providing coverage against vandalism and malicious mischief, covering all improvements to be erected and all materials, supplies, appliances and other personal property to be incorporated into the improvements that are to be erected upon the property which are on or about the property, in an amount that is equal to the Purchase Price.

14. **GENERAL CONDITIONS.**

A. **Exterior Doors.** Metal exterior doors are not designed to have storm doors installed on them. CONTRACTOR will not be responsible for warping or damage to an exterior door due to installation of a storm door.

B. **Rock, Unanticipated Condition.** If during the course of construction of the foundation and/or water lines, wells, sewer lines or septic systems, rock, hazardous materials or any other unanticipated condition or materials are encountered which require special equipment or procedures for removal or abatement, OWNER agrees to pay all costs connected therewith, CONTRACTOR will notify OWNER when such circumstances are encountered and provide an estimate for the additional expenses anticipated to be incurred.

C. **Grading, Siting.** The grading of the PROPERTY and siting of the improvements shall be made by the determination of Contractor in consultation with Owner, such final grading and siting to be acceptable to Owner in its absolute and sole discretion.

D. **Existing Trees.** CONTRACTOR will remove only trees necessitated by construction. CONTRACTOR is not responsible for trees that die after settlement.

E. **Driveway.** CONTRACTOR will install the driveway one time only as per specifications and is not responsible for reshaping or the addition of gravel or pavement after settlement. CONTRACTOR shall not be responsible for damage to paved driveways caused by OWNER's agents or movers.

F. **Seeding.** CONTRACTOR will seed, sod and straw and is not responsible for reshaping, reseeding or installing new straw after settlement. Seeded or Sod lawns are not guaranteed after settlement. Contractor will seed & straw, sod, install shrub package per design T.B.D. according to allowances. New lawns will require maximum maintenance by OWNER until established.

G. **Shrubs and New Trees.** Shrubs and new trees are not guaranteed after occupancy by OWNER. Shrubs will not be replaced unless written notice is given at Final Payment of dead shrubbery. Plants require watering in cold weather as well as during warm periods. (Shrubbery typically have a 1 year warranty from nursery, but not guaranteed.)

H. **Landscaping and Paving Escrows.** Due to weather conditions, at CONTRACTOR's option, driveway paving, seeding and setting of shrubs in yards of houses completed during the months of November through March may be delayed until said yards have sufficiently dried in the Spring in which event 100% of the purchase price will be escrowed with the CONTRACTOR's attorney until completion of said paving and landscaping work as certified by CONTRACTOR. The opinion of CONTRACTOR's attorney as to release of escrow shall be conclusive. CONTRACTOR will, as near as practical, complete paving and landscaping work in the same order in which the houses are settled upon, taking into consideration CONTRACTOR's scheduling and work patterns.

I. **Basement Waterproofing.** CONTRACTOR will treat all basement walls with waterproofing with a 10 year manufacturer warranty. CONTRACTOR does not guarantee against damp spots due natural condensation.

J. **Sill Cocks.** CONTRACTOR is not responsible for the replacement of sill cocks, the damage of which is caused by freezing. It is OWNER's responsibility to disconnect hoses during cold weather after settlement.

K. **Displaying Property.** CONTRACTOR reserves the right to display the PROPERTY to the public until occupancy by Owner.

L. **Utilities during Construction.** The Contractor shall be responsible for payment of all utility accounts prior to the issuance of the temporary Certificate of Occupancy. Prior to Final Payment the Contractor shall fill the propane fuel tank, if applicable, provided that the Owner shall, at the time of Final Payment, reimburse the Contractor for the Contractor's cost of the fuel. Oil and propane tanks are personal property belonging to the fuel supplier and shall not convey pursuant to this Agreement. CONTRACTOR is responsible for water and sewer hookup fees where jurisdictions apply, unless otherwise stated.

M. **Termite Protection.** CONTRACTOR will provide OWNER with a certificate from a licensed exterminator stating that the





soil has been appropriately treated or appropriate protection has been provided to prevent termite infestation for at least one year from the treatment date.

N. **Leftover Materials.** All materials, supplies and equipment which are left over from the construction of this home are the property of Owner. Contractor shall leave PROPERTY clean, neat, and free of all construction material, equipment and debris at the completion of construction. Touchup paint, tiles, hardwood flooring, stone, etc. for repairs shall be left by Contractor.

15. **REQUIRED STATUTORY DISCLOSURES.**

A. **Occupancy.** Unless this paragraph is marked through, OWNER intends to occupy the PROPERTY as a principal residence.

B. **Mechanic's Lien.** Notice: Virginia Law (43-1 et seq.) permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against the PROPERTY. This lien may be filed at any time after the work is commenced or the material is furnished, but not later than the earlier of (i) 90 days from the last day of the month in which the lienor last performed work or furnished materials or (ii) 90 days from the time the construction, removal, repair, or improvement is terminated. AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE DATE OF SETTLEMENT MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED. Resolution of all Mechanic's liens is solely the responsibility of the Contractor. Contemporaneous with the progress payments described in Section 6, the Contractor will provide the Owner with fully executed waivers and releases of mechanic's and material men's liens, in form satisfactory to Lender and Mechanic's Lien Agent. See Addendum.

16. **MISCELLANEOUS.** (A) CONTRACTOR shall comply with all local requirements for building permits, inspections and zoning. (B) The laws of the State of Virginia shall govern the interpretation, validity, and construction of the terms and conditions of the Contract. For matters of interpretation: To the extent handwritten or typewritten terms conflict with or are inconsistent with printed terms, the handwritten or typewritten terms shall prevail and unless otherwise specified herein "days" means calendar days. (C) The parties to this Agreement mutually agree that it shall be binding upon them, each of their respective heirs, personal representatives, successors and assigns. (D) The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provisions hereof. (E) The captions of this Agreement are for the convenience of the parties and shall not be considered as a material part hereof. (F) All of the provisions of this Agreement shall survive Final Payment. (G) This Agreement may be signed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same document. (H) Documents delivered by facsimile machine shall be considered as originals. (I) Any notices required to be given herein shall be in writing and either hand delivered or by certified mail to the parties at their respective addresses set forth above or such other address as designated by notice. Delivery shall be deemed to be the actual date of receipt, or in the case of certified mail, three days after mailing. (J) This Agreement shall not be modified, except in writing, signed by the CONTRACTOR and OWNER. (K) This Agreement may not be assigned by the Contractor without prior written consent of the Owner in its absolute and sole discretion.

17. **OTHER TERMS.** (Use this space for allowances and additional terms included but not specified in Contract).  
1. - **SEE ATTACHED SCOPE OF WORK DETAILS AND PAYMENT DRAW SCHEDULE**

WITNESS the following signatures and seals.

\_\_\_\_\_ day of 4/28/2021, 2021 \_\_\_\_\_  
DocuSigned by: Nancy Mumm (SEAL)  
A2E85E4B84034D9...  
Owner

\_\_\_\_\_ day of \_\_\_\_\_, 2021 \_\_\_\_\_ (SEAL)  
Owner

\_\_\_\_\_ day of 4/27/2021, 2021 \_\_\_\_\_  
DocuSigned by: Dobson Homes, Inc. Tommy Dobson (SEAL)  
By: 606BEE3E5A5D446 Contractor



**Dobson Signature Homes**  
BUILDING QUALITY FAMILY HOMES.

# Dobson Homes, Inc SCHEDULE OF ADVANCES

PERMIT #: \_\_\_\_\_  
DDA Account # \_\_\_\_\_ Closing Date \_\_\_\_\_  
Loan Number \_\_\_\_\_ Inspection Fee \_\_\_\_\_  
Borrower Ph# \_\_\_\_\_  
Builder Ph # 434-591-1188

Borrower/Builder DOBSON HOMES, INC.

Lot Lot - 22 Phase PH 2 Section P2A 22 Subdivision Glenmore

Unit Number NA Street 3117 Darby Rd. City Keswick, Va 22947

Sales Price \$ 1,223,911.00 Contract Amount \$ 1,223,911.00 Appraised Value \_\_\_\_\_ Loan-to-Value NA

Less: Lot Lot - 22 Lot Cost \$ -  
Construction Amount \_\_\_\_\_ advanced in accordance with following schedule Less \_\_\_\_\_  
Total Loan \_\_\_\_\_ Equity \$ -  
Lot Advance \$ -

Items Completed	%	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th
1. Permits, Clear lot, Excavation, Rgh Driveway	10%											
2. Footings	2%											
3. Foundation	7%											
4. Outside studs, Plates	3%											
5. Outside window and door frames	2%											
6. Inside Studs, ceiling joist	3%											
7. Wall Sheathing	2%											
8. Roof Framing	2%											
9. Roof Sheathing - Felt	2%											
10. Permanent Roof	2%											
11. Windows	3%											
12. Rough in plumbing	3%											
13. Bath wall tile tubs	1%											
14. Rough- in wiring	2%											
15. Rough in heat	3%											
16. Insulation walls/floors	1%											
17. Siding / Veneer	5%											
18. Fireplace	1%											
19. Exterior Trim	2%											
20. Exterior Prime	1%											
21. Drywall /plaster rough	3%											
22. Drywall /Plaster finish	3%											
23. Furnace	1%											
24. Outside Doors	1%											
25. Septic tank - sewer water	2%											
26. Inside trim	5%											
27. Inside doors	2%											
28. Cabinets	4%											
29. Interior Paint - Prime	2%											
30. Interior Paint - complete	2%											
31. Plumbing fixtures	3%											
32. Wiring Complete /Fixtures	1%											
33. Bath Floor tile/vinyl	1%											
34. Floor Cover carpet	4%											
35. Exterior Concrete	2%											
36. Exterior Paint complete	1%											
37. Insulation/Ceiling	1%											
38. Fin. Grade-grass landscaping	1%											
39. Appliances	2%											
40. Compressor	1%											
41. Miscellaneous	1%											

**TOTAL THIS INSPECTION** 100% 0% 0% 0% 0% 0% 0% 0% 0% 0% 0% 0% 0%

Inspector Initials \_\_\_\_\_ Date of Inspection \_\_\_\_\_

Builder deposit required = \$ 100,000.00 Closing Attorney \_\_\_\_\_ Phone # \_\_\_\_\_

**DISBURSEMENTS TO PAY AFTER DEPOSIT \$** 1,123,911.00 Title Work Contact \_\_\_\_\_ Phone # \_\_\_\_\_

DATE	DISB. NO.	TITLE WORK IN	% COMP	LAND & CLOSING ADVANCE	CONSTRUCTION ADVANCE	TOTAL PREVIOUS ADVANCES	UNDISBURSED	RECEIVED BY
<b>Deposit</b>	0		0%		<b>100,000.00</b>	\$ -	\$ 1,123,911.00	
	1		0%		0.00		\$ 1,123,911.00	
	2		0%		0.00	\$ -	\$ 1,123,911.00	
	3		0%		0.00	\$ -	\$ 1,123,911.00	
	4		0%		0.00	\$ -	\$ 1,123,911.00	
	5		0%		0.00	\$ -	\$ 1,123,911.00	
	6		0%		0.00	\$ -	\$ 1,123,911.00	
	7		0%		0.00	\$ -	\$ 1,123,911.00	
	8		0%		0.00	\$ -	\$ 1,123,911.00	
	9		0%		0.00	\$ -	\$ 1,123,911.00	
	10		0%		0.00	\$ -	\$ 1,123,911.00	
	11		0%		0.00	\$ -	\$ 1,123,911.00	

Borrower

Borrower

DS  
VDS  
DS  
MM

Optional.

Optional Fireplace Chimney.

FRONT ELEVATION

Final Exterior locations  
determined by budget price  
list allowance. (Typ.)

DS  
VJ

DS  
MM

Optional Fireplace Chimney's  
Not required with Gas  
fireplaces; Only with Wood  
Burning Fireplace. (You can  
add Gas Log Set to Wood  
Burning Fireplace.)

Optional Chimney Caps.

Delete Optional Fireplace &  
Chimney from plan.

SEE FINAL BUDGET PRICE  
LIST FOR STONE, BRICK, &  
SIDING ALLOWANCE FOR  
FINAL DESIGN.

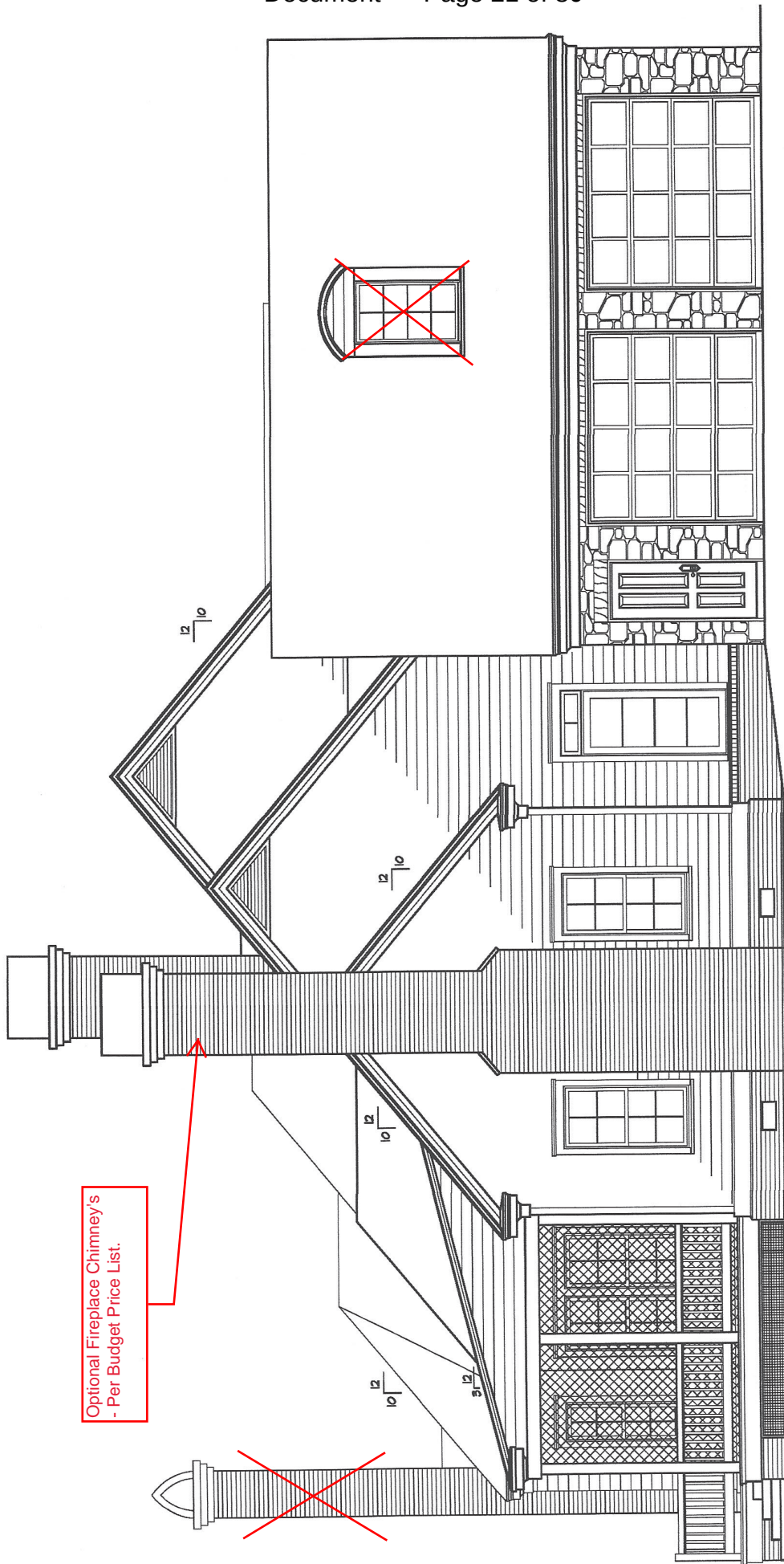
Delete Dormer's. (Typ.)

See Budget Price List for  
Exterior Shutter options.

RIGHT ELEVATION





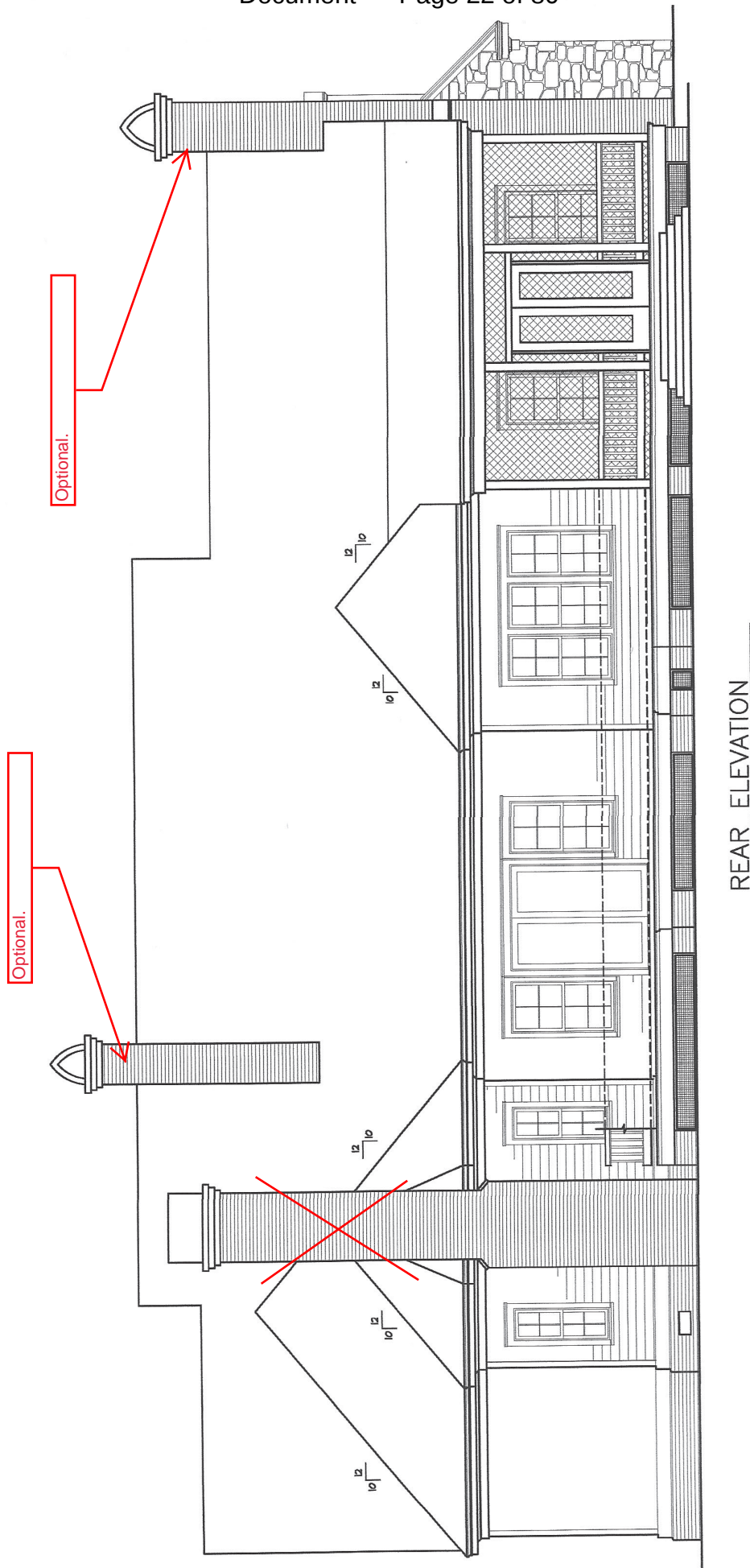


Optional Fireplace Chimney's  
- Per Budget Price List.

LEFT ELEVATION

DS  
VJ

DS  
MM

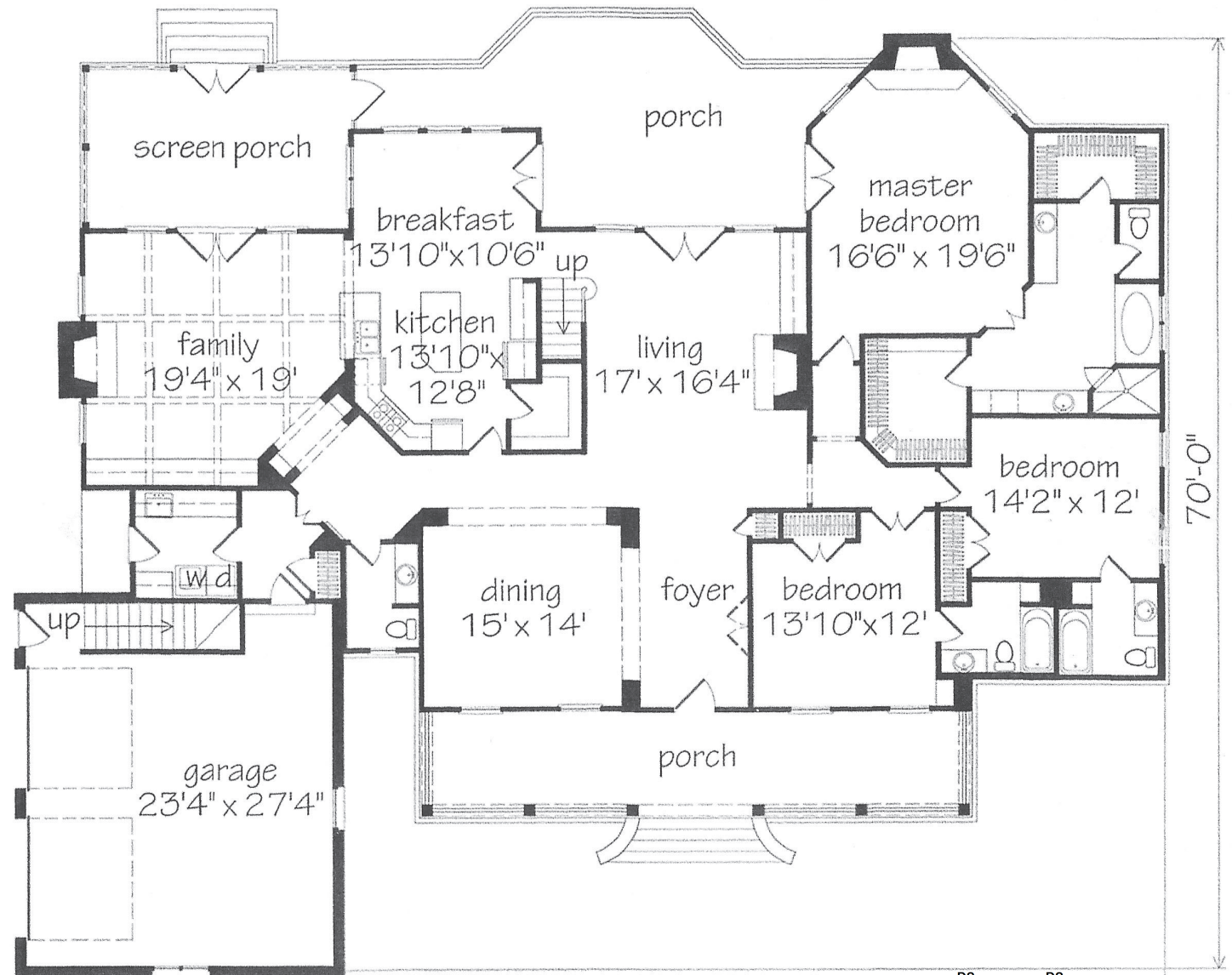


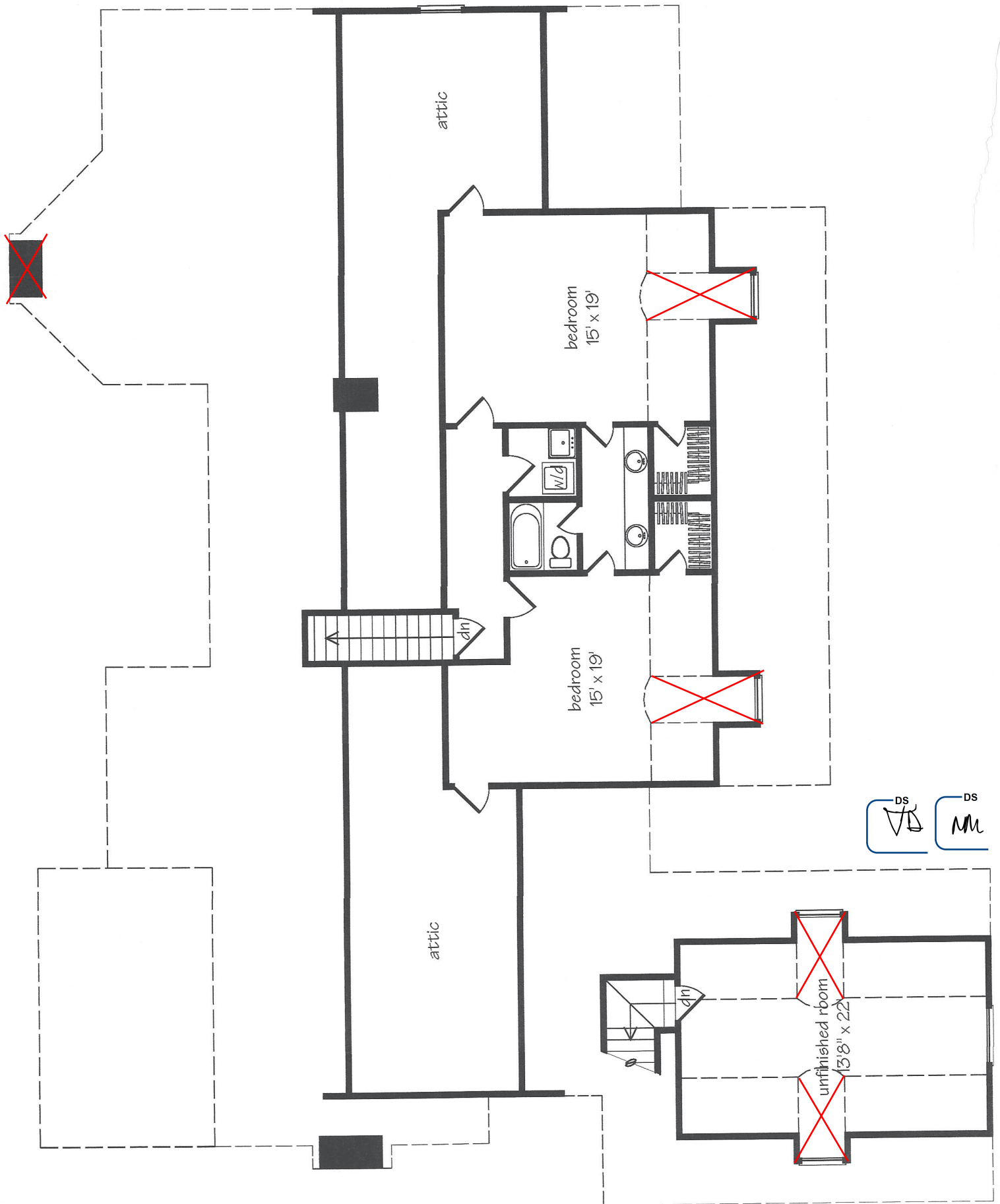


- SEE PRICE LIST/BUDGET FOR  
FINAL DETAILS

- A) Square off MBR creating better layout for furniture, creating more closet space.
- B) Turn the outside BR (14'2" x 12') bath into a walk in closet, reverse the double closet to open into the other BR, create a door into the shared bath.
- C) Make Living Room 3' wider. One foot of width goes into the Dining Room (16' x 14') and two feet of width goes into a shared Foyer/Bedroom closet.
- Eliminate original closets from the room and leave the closet reversed from the outside BR as an alcove for furniture.
- The shared Foyer/BR wall would have two double closets - one opening to the Foyer for coats and the other opening into the BR. Ten foot ceilings throughout the main level.
- D) Add shower to the Powder Room.
- E) Extend Laundry Room a few feet and eliminate the entry door,
- F) Eliminate garage stairs and dormers above the garage. Eliminate dormers on second level and redesign the gable above the front porch.
- G) Bedrooms done in Carpet.
- H) Foyer, LR, DR, Family Room done in Engineered Hardwood.
- I) Baths, Breakfast Room, Kitchen, Laundry, Mud Room, Screen Porch done in Tile.
- K) No fireplace in MBR. Formal fireplace in Living Room Centered on back wall and visible to Front Doorway. Dry stacked stone fireplace in Family Room (uncertain of placement.) All will be propane logs.
- L) MBR bath will have freestanding bathtub and glass shower enclosure.
- M) First choice is an all brick home with stone detail. Second choice is Hardi-Plank with stone detail.

# Products / Over 3,000 / Carrington Court







Mumm Residence

Darby Rd. Virginia, 22947

# Specification Sheet

(GENERAL METHODOLOGY, ALL ITEMS MAY NOT APPLY TO SPECIFIC BUDGET/PRICE LIST.)

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## 00000 - Standard Specifications

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### 000000 - Standard Specifications

- General Description: THE PROJECT may be generally described as follows: - A single family residence to be constructed in a good and workmanlike manner as depicted in the plans in and as described herein. -These General Scope of Work descriptions are subject to further clarifications herein. -Square footage of the home has been calculated by the designer of the plans for the house. Actual square footage may vary from plans.

- Allowances: Since selections and scope of work are not always finalized at time of contract. The values used in the Contract Allowance Schedule represents a reasonable estimate of value where selections or conditions are not yet defined. The Allowances can be increased or decreased at buyer's discretion before final contract price. This will increase or decrease the overall contract price for the same amounts modified.

#### Contract Exclusions:

- 1. NOTE: Exclusions made herein supersede any other reference to similar items in other sections.
- 2. Any survey work performed solely for governmental authorities or financial institutions.
- 3. Drawing or revising construction plans.
- 4. Redrawing Plans to meet Governmental Requirements.
- 5. Retaining Walls not included in plan
- 6. Paying for any Permanent Loan Points, Fees, or Interest.
- 7. Any insurance other than Builder's Risk and General Liability.

- 8. Owner's personal property insurance.
- 9. Any Flood Plain Review Permits or Fees.
- 10. Any plan reviews for compliance with American Disabilities Act.
- 11. Testing, Identification or Removal of any Environmentally Hazardous Materials.
- 12. Any Removal of Inadequate or Unstable Sub surface Soils.
- 13. Testing, Measuring or controlling naturally occurring Radon Gas.
- 14. Any Window Treatments.
- 15. Exclusions made herein supersede any other reference to similar items in other sections.
- Local Building Codes govern over the Plan's drawings and specifications. GC will ensure all State and Local building codes are followed in the building of this home, and that all construction conforms to the most current edition of "The Virginia Statewide Uniform Building Code."
- In all cases, Local code requirements will supersede any conflicting specific requests by the Owner of the GC for means and methods of construction.
- The CG will ensure all required permits, fees and surveys are obtained, completed and paid for in a timely manner and at the appropriate time during the construction process. (If applicable, Proffer's are not included)
- All necessary inspections by applicable governing officials shall be coordinated and secured by the GC or the appropriate subcontractor.
- The GC shall oversee and coordinate the work of all sub-contractors, such that the work is performed at such times and in such a manner to conform to the Plans and Specifications, not to delay the completeness of the project within the prescribed time, and not to compromise the quality of work.
- Builders Risk: Owner shall maintain at Owner's expense an All Builders Risk Policy (the policy) insuring the Work in an amount equal to one hundred percent (100%) of the Cost of Work excluding land. The Policy shall provide coverage on an All Risks basis including fire, theft, disappearance, and collapse. The Policy is to be issued in the name of the Contractor and Buyer as their respective interests may appear. The coverage provided by this Policy shall be maintained by the Contractor until Certificate of Occupancy is issued.
- All manufacturer's warranties and guarantees as well as all product literature and information, operation manuals, etc., shall be collected, organized and provided to the Owner at final home Orientation.

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## 10000 - General Requirements

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### 10000 : General Requirements

- Crane for truss and beam setting
- Forklift rental (Part of Allowances)
- Fuel & trip charges
- Selections Coordination & Administrative Fees (Interior Designers part of an allowance)
- Project management & supervision

- Dumpster
- Waste & debris removal
- Port O John
- Printing & Reproduction of plans
- Temporary electric service for duration of project
- Interest and finance charges to cover short term carry of project costs between bank draws.
- Building Permits
- County Business License
- Termite and pest protect per code requirement: Borate spray treatment of all main floor framing once complete.
- Final jobsite and whole house cleaning prior to issuance of Certificate of Occupancy.
- All heating and ventilation systems will be cleaned and vacuumed thoroughly at the conclusion of construction.

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**10300 : Permits**

- The Builder will apply for and obtain building permits from the appropriate county and city. The County or other jurisdiction may impose changes or restrictions to the Plans and/or site conditions that may be substantial in scope. These changes and/or restrictions shall never the less be accepted by Buyer. Builder may elect to cancel the contract if these changes and / or restrictions are substantial.
- The Builder will secure the necessary governmental approvals (inspections ) during the course of construction.

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**11000 - Utilities**

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**11110 : Utilities Labor ( Water & Sewer Systems)**

- Builder will perform all Utility connections per local government requirement.

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**11210 : Utilities Material's ( Water & Sewer Systems)**

- Builder to materials required by local government agencies.

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**11312 : Private Septic Systems (Part Of Allowances)**

- Septic systems to be design per home's scope of work and to be approved by State Health Department. Soil conditions vary from lot to lot and system will be placed where soil conditions are adequate to accommodate new home requirements.

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**11313 : Well Water Testing**

- Well water to be tested to meet all local and state performance guide lines.

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**11314 : Public Water Tap Fee's (Part Of Allowance)**

- Tap Fee's to be determined by local service authority and all costs to be part of Water Tap Fee allowance.



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**11315 : Public Sewer Tap Fee's (Part Of Allowance)**

- Tap Fee's to be determined by local service authority and all costs to be part of Sewer Tap Fee allowance.

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**11316 : Public & Private Gas Utilities (Part Of Allowance)**

- All Gas line connections to meet all local government requirements and to be sized according to total BTU's for gas systems.  
- Rgh-in for future Gas Grill connection at deck location.

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**11319 : Well Drilling**

- Wells to be drilled per Health Permit and per permit classification. Wells can vary substantially from lot to lot and builder cannot guarantee GPM water performance or even the production of water. Soils Engineer is used to provide more options and control of well locations to improve the chances of the well performance.

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**13000 - Temporary Utilities**

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**13310 : Temporary Electric Power Connection**

- Temporary Electric to be provided for new home by service pole & panel.  
- Service pole & panel to be installed per power company requirements and by a licensed electrician.  
- Builder cannot guaranty lot has all necessary electrical power easements required by local power service companies. This is the responsibility of the land owner.

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**13311 : Temporary Electric Utilities**

- NOTES: Temporary Electric - Temporary service will be maintained during construction. At completion, the Builder will remove the temporary electric service.  
- Underground - The Builder is not responsible for any damage to existing trees or root systems caused by the installation of the underground Permanent Electric Service- The Builder will schedule the utility company to install the underground or overhead electrical wiring service to the home. The means and direction of the wiring service is strictly at the discretion of the utility company.  
- Utility cost during home construction to be paid by Builder and to be part of Utility Fee's allowance.  
- Service Connection Fee's to be part Utility Fee's allowance.  
- Temporary service will be maintained during construction. At completion, the Builder will remove the temporary electric service.

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**14000 - Erosion Control**

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**14310 : Erosion Control**

- Excavation to comply with governmental requirements. It shall be removed when sod grass is installed. If sod grass is not to be installed, a silt fencing should remain in place for erosion control. After closing,



Buyer will be responsible for maintaining erosion control.

- Silt Fence, per Local County Requirements.
- Construction entrance
- Sleeve for future 8'-0" when possible behind culvert pipe.

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## **20000 - Site Preparation**

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### **21311: Lot Clearing**

- NOTES: Fees associated with lot clearing where materials such as stumps, trees, and rocks cannot be buried or buried on site therefore must be dumped off site and hauling and fee's to be part of clearing allowance.
- Allowance to cover site lot clearing. See Allowance Schedule for figure.
- Note: Additional trips to clear trees requested after initial clearing will be charged a mobilization fee per return trip. Mobilization fee is an average of \$250 per trip. These Fee's will be charged to the clearing allowance
- NOTES: Tree Protection - Fencing or other appropriate measures shall be installed as practicably as possible to prevent construction activities and the storage of building materials beneath the drip lines of trees while still allowing for access to and around the site.

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### **22310: Survey**

- NOTES: The Builder will utilize a registered professional surveyor in the State of Virginia, all surveying necessary to properly locate the foundation of the improvements so as not to encroach into any easements, or over any building lines as specified on the plat. Costs Can Include: Locating property pins, staking foundation corners, pinning footings, grading plan preparation, foundation or final surveys if required. (Foundation Survey's or Physical Surveys to be charged to Buyer on a Change Order at Builder's cost.)
- Locate property corners to establish home site for preliminary site plan.
- Prepare site plan & critical resource plan for Buyer's review and approval
- Stake envelope corners of home on property for Builder site meetings.
- Pin lot with exact house corners as needed for excavator.
- Pin house corners for footings installation.
- Pin house points over top of concrete footings for foundation installation.
- (Foundation or Physical Surveys to be billed at builders cost on a change order if required by locality or lending institution.)

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### **23255: Dumpster & Hauling Fee's**

- Fee's associated with construction debris to be part of Dumpster & Hauling Fee allowance.
- Change Orders increasing scope of work may impact allowances and are not typically included as part of the change order. They are reconciled as an allowance overage or underage.

**24311: Excavation**

- Estimated total machine time for excavation & site work is conditional per lot and scope of work. Excavation Allowance is based on best estimated time & hauling needed for final scope of work. All work is based on an hourly rate of \$125.00 per hour for man and machine. Truck hauling is per hour and is \$85.00 per hour for man & truck. Dumping & Tipping Fees are an additional cost based on tonnage. Note: Due to soil compaction efficiencies, it is common for excavation costs to vary due to different soil type.
- Cut and establish driveway to home location per site plan.
- Establish final driveway to home per final site plan & Landscape plan.
- Establish base with #3 stone, dress with #57 and #21A (Crush N Run)
- All machine time to trench utility lines (power/water/gas/misc.) will be billed to Excavation.
- ROCK CLAUSE: If conditions are encountered at the site which are unknown physical conditions of an unusual nature, which existed at the time of bidding and which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities, then notice by the Contractor shall be given to the Owner promptly to review approximate costs to remove such material. Before conditions are considerably disturbed. Builder & Owner to agree to approximate costs before work to continue. Agreement will need to be in a timely manner to prevent large delay's in project schedule. Average costs for removing Rock with Track Hoe and Jack Hammer attachment is \$2,800.00 per day and a mobilization fee of \$350.00. The additional costs to be reconciled towards the Excavation Allowance Schedule after work is complete. Any additional costs to be due at time of completion of Excavation.

---

**24330: Back-Fill & Preliminary Final Grade**

- Mulch perimeter of foundation at back-fill to reduce erosion during construction. This to be billed to the back-fill & pre-final grading allowance.
- Fill all porches, garages, etc as per scope with unbalanced or balanced fill.
- In addition to all waterproofing membranes a 4" corrugated and slotted pipe will wrap the outside of the foundation lying on top of the footer and against the foundation wall. Clean gravel will be placed on top of the drain to prevent silting. A layer of sediment filter fabric to be placed over gravel fill, then a 2"-4" additional layer of gravel to hold fabric in place. The drainage pipes are to form one uniform drain system around the perimeter and daylight in the yard or into storm sewer.
- Install all conduit per site plan for future use under driveway's walkway's, & patio's.
- Estimated total machine time for Backfill is conditional per lot and scope of work. Backfill Allowance is based on best estimated time & hauling needed for final scope of work. All work is based on an hourly rate of \$125.00 per hour for man and machine. Truck hauling is per hour and is \$85.00 per hour for man & truck. Dumping & Tipping Fees

are an additional cost based on tonnage. Note: Due to soil needs & final site plan outlining driveway, walkway's, patios and landscaping hardscapes, it is common for backfill costs to vary.

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**24350: Final Grade**

- Final Grade to be determined by final site plan & landscape plan. All costs to be charged to Final Grade Allowance Schedule.
- Install all gutter downspout drains to open air. Drains to be 4" solid corrugated pipe.
- Estimated total machine time for Final Grade is conditional per lot and scope of work. Final Grade Allowance is based on best estimated time & hauling needed for final scope of work. All work is based on an hourly rate of \$125.00 per hour for man and machine. Truck hauling is per hour and is \$85.00 per hour for man & truck. Dumping & Tipping Fees are an additional cost based on tonnage. Note: Due to soil needs & final site plan outlining driveway, walkway's, patios and landscaping hardscapes, it is common for Final grading costs to vary.

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**30000 - Foundation**

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**30211: Footing Material**

- All footing depths will extend below the locally recognized frost penetration depth.
- Foundation footings per local code requirements and engineer specifications noted on final construction plans.
- All footings to be a minimum of 3000 psi.
- All Footings to have (2) #4 continuous Re-bar

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**30315: Engineering Fees**

- Professional civil engineer inspections for: (Inspections may be substituted by local County/City codes inspector at Builders discretion.)
- Footings
- Slabs
- Foundations
- Waterproofing
- Structural Slabs
- Porch Slabs

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**31310: Termite Protection**

- Pretreat wood framing with Bora care sprayed on the bottom 2' of band and studs.
- NOTES: The entire perimeter of the structure is treated including garages in such a manner that a protective ring is formed around the home. It is the responsibility of the homeowner to maintain a yearly termite treatment program after the initial pretreat.

---

**32313: Basement Slabs**

- SLAB: Poured concrete slab at locations indicated on plans at time of this Proposal.
- Thickness and strength of all slabs per local code requirements and in accordance with the engineer specifications noted on the final

construction plans. (Typical strength is 3500 psi.)

- 4" clean #57 stone prep with 4" concrete over footers typical.
- Control joints cut as needed to minimize cracking. All cuts will be made within 24 hours of pour and cut to depths not less than  $\frac{1}{4}$  of the overall thickness.
- Vapor Barrier will be accomplished with .6 mil poly under slab.

---

**32314: Elevated & Structural Garage Slabs**

- Elevated garage slab accomplished with Steel Beam and Pan detail (or Met Wood engineered pan) or typical stamped structural engineer design with grade beams per final engineering.
- SLAB: Poured concrete slab at locations indicated on plans at time of this Proposal.
- Thickness and strength of all slabs per local code requirements and in accordance with the engineer specifications noted on the final construction plans. (Typical strength is 3500 psi.)
- 4" clean #57 stone prep with 4" concrete over footers typical.
- Control joints cut as needed to minimize cracking. All cuts will be made within 24 hours of pour and cut to depths not less than  $\frac{1}{4}$  of the overall thickness.
- Vapor Barrier will be accomplished with .6 mil poly under slab.

---

**37210: Foundation - Concrete Block Material**

- NOTES: Masonry block to be sized per local building codes for below grade and above grade applications.
- Anchor bolts to be a minimum of  $\frac{1}{2}$ " diameter x 18" in length and or straps to be spaced at 4' oc and laid into the top 2 courses.
- Brick ties to be hot dipped galvanized.
- All mortar to be Type "S" 2300-3000 psi for both below and above grade use.
- Weep Rope to be 100% solid braid cotton.
- Steel Brick lintels to be sized for opening and to be primed for rust prevention.

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**37312: Foundation – Concrete Block Labor**

- WALLS: Concrete block foundation walls to be installed in an interlocking pattern and to be plumb & level.
- #4 Re-bar to be placed and grouted according to all local building codes.
- Anchor bolts and or straps to be spaced at 4' oc and laid into the top 2 courses.
- Brick ties are placed at 32" o.c. on every course.
- All mortar to be Type "S" 2300-3000 psi for both below and above grade use.
- Brick lintels to have a minimum of 3" embedment at ends of openings.

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**37313: Foundation Walls – (9'-0" Standard wall height.)**

- WALLS: Poured concrete foundation walls at basement to accommodate plans at time of this Proposal.
- All footing depths will extend below the locally recognized frost

penetration depth.

- Foundation footings per local code requirements and engineer specifications noted on final construction plans.
- Retaining walls per plans at time of this Proposal. (If not shown on plans and site conditions require the addition of retaining walls. Costs to be billed out on a change order at the Builders cost.)

---

#### **38210: Brick Material**

- NOTES: All face brick and masonry materials in accordance with the Plans and as further specified. Load carrying angle irons above windows and door openings (lintel s) shall be painted the color of the window trim. Weep holes installed every 32", bond pattern wall ties maximum space 32" horizontal 24" vertical. and air space approximately 1/2".
- Typical Brick to be Tumbled Oversize – (\$450.00 per 1,000 cost.)
- Orange Brick Sand - \$35 per ton AVG.
- Mortar – Type "S" Lehigh or equivalent.
- Running Bond Brick pattern.
- Rowlock's per plan.

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#### **38311: Brick Labor**

- NOTES: All face brick and masonry materials in accordance with the Plans and as further specified. Load carrying angle irons above windows and door openings (lintel s) shall be painted the color of the window trim. Weep holes installed every 32", bond pattern wall ties maximum space 32" horizontal 24" vertical. and air space approximately 1/2".
- Running Bond Brick pattern.
- Rowlock's per plan.
- Brick ties are placed at 32" o.c. on every course.

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#### **39210: Drain tile & Waterproofing Material**

- Drain tile will be 4" Corrugated perforated continuous pipe placed at junction of wall and footer and day lighted for drainage.
- Pipe will be covered with necessary filter fabric and #57 stone as dictated by local code requirements. 18" minimum.
- Waterproofing and damp proofing consist of a polymer and or asphalt-based products sprayed and or brushed onto the outside of exterior walls. Methods and materials must be capable of bridging nonstructural cracks. In addition to all membranes a 4" corrugated and slotted pipe will wrap the outside of the foundation lying on top of the footer and against the foundation wall. Clean gravel will be placed on top of the drain to prevent silting. The drainage pipes are to form one uniform drain system around the perimeter and daylight in the yard or into storm sewer.
- Water Proofing with Tuff -N-Dry fiberglass board system and 30 year warranty. (If selected under options.)

---

**39310: Drain tile & Waterproofing Labor**

- Drain tile will be placed at junction of wall and footer and day lighted for drainage.
- Pipe will be covered with necessary filter fabric and #57 stone as dictated by local code requirements. 18" minimum.
- NOTES: Waterproofing (basements) or damp proofing (crawlspaces) is required for exterior walls below grade and should extend one to two feet above grade. Waterproofing and damp proofing consist of a polymer and or asphalt based products sprayed and or brushed onto the outside of exterior walls. Methods and materials must be capable of bridging nonstructural cracks. In addition to all membranes a 4" corrugated and slotted pipe will wrap the outside of the foundation lying on top of the footer and against the foundation wall. Clean gravel will be placed on top of the drain to prevent silting. The drainage pipes are to form one uniform drain system around the perimeter and daylight in the yard or into storm sewer.
- Water Proofing with Tuff -N-Dry board system and 30 year warranty. (If selected under options.)

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**40000 – Framing**

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**40211: Framing Basement Material Package**

- Locally sourced framing package per plans.
- TJI Floor System with 2x stud walls per Final Plans.
- Typical wall framing is 2x6 exterior and 2x4 interior unless otherwise noted.
- 3/4" Advantech Subfloor, 1/2" OSB Wall Sheathing, 1/2" OSB Roof Sheathing.
- All exterior walls covered with TYVEK per manufacturers written instructions, and taped/sealed at all seams.
- Stucco surfaces to receive felt paper and lathe per 3 coat applications.
- NOTES: All interior and exterior framing materials as per the following materials list. The Builder reserves the right to substitute equivalent materials due to shortages or unavailability. All framing work shall be performed in accordance with the plans and all Federal, State, Local authorities and standard industry practice. In addition, all interior and exterior studs shall be installed on 16" on center maximum. The floor framing system shall be installed per the manufacturer's design.
- Mud Sill/ Bottom Plate: Treated 2x yellow pine
- Girders: Engineered per load calculations by roof and floor system designers/engineers.
- Headers: Sized & Engineered depending on span and loading.
- Exterior Sheathing: 7/ 16" OSB Unless otherwise notated on price list.
- Subfloor: 3/4" Advantech water resistant T & G
- Studs: Solid Sawn No. 2 pine/fir
- House Wrap: Tyvek Thermo-Wrap (Radiant Barrier)
- Ceiling Joists: #2 Yellow Pine



- Floor Joists: Engineered I-Joists
- Rafters: #2 Yellow Pine
- Roof Decking: 7/ 16" OSB unless otherwise notated on price list.

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#### **40221: Framing 1st Floor Material Package**

- Locally sourced framing package per plans.
- TJI Floor System with 2x stud walls per Final Plans.
- Typical wall framing is 2x6 exterior and 2x4 interior unless otherwise noted.
- 3/4" Advantech Subfloor, 1/2" OSB Wall Sheathing, 1/2" OSB Roof Sheathing.
- All exterior walls covered with TYVEK per manufacturers written instructions, and taped/sealed at all seams.
- Stucco surfaces to receive felt paper and lathe per 3 coat applications.
- NOTES: All interior and exterior framing materials as per the following materials list. The Builder reserves the right to substitute equivalent materials due to shortages or unavailability. All framing work shall be performed in accordance with the plans and all Federal, State, Local authorities and standard industry practice. In addition, all interior and exterior studs shall be installed on 16" on center maximum. The floor framing system shall be installed per the manufacturer's design.
- Mud Sill/ Bottom Plate: Treated 2x yellow pine
- Girders: Engineered per load calculations by roof and floor system designers/engineers.
- Headers: Sized & Engineered depending on span and loading.
- Exterior Sheathing: 7/ 16" OSB Unless otherwise notated on price list.
- Subfloor: 3/4" Advantech water resistant T & G
- Studs: Solid Sawn No. 2 pine/fir
- House Wrap: Tyvek Thermo-Wrap (Radiant Barrier)
- Ceiling Joists: #2 Yellow Pine
- Floor Joists: Engineered I-Joists
- Rafters: #2 Yellow Pine
- Roof Decking: 7/ 16" OSB unless otherwise notated on price list.

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#### **40225: Engineered Framing Floor Systems Package**

- TJI or GP Floor System designed to have L/600 minimum floor performance in bedroom locations and L/900 minimum in Kitchen & main Living Room locations.
- All exterior walls bottom plates to be glued and screwed to subfloor.
- All Beams & Girders to be sized by roof & floor designer/engineer as part of the floor design process.
- Crush blocking installed at all point load locations per floor system design and spec's.
- Girders: Engineered per load calculations by roof and floor system designers/engineers.
- Headers: Sized & Engineered depending on span and loading.
- Subfloor: 3/4" Advantech water resistant T & G

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**40231: Framing 2nd Floor Walls Package**

- Locally sourced framing package per plans.
- TJI Floor System with 2x stud walls per Final Plans.
- Typical wall framing is 2x6 exterior and 2x4 interior unless otherwise noted.
- 3/4" Advantech Subfloor, 1/2" OSB Wall Sheathing, 1/2" OSB Roof Sheathing.
- All exterior walls covered with TYVEK per manufacturers written instructions, and taped/sealed at all seams.
- Stucco surfaces to receive felt paper and lathe per 3 coat applications.
- NOTES: All interior and exterior framing materials as per the following materials list. The Builder reserves the right to substitute equivalent materials due to shortages or unavailability. All framing work shall be performed in accordance with the plans and all Federal, State, Local authorities and standard industry practice. In addition, all interior and exterior studs shall be installed on 16" on center maximum. The floor framing system shall be installed per the manufacturer's design.
- Mud Sill/ Bottom Plate: Treated 2x yellow pine
- Girders: Engineered per load calculations by roof and floor system designers/engineers.
- Headers: Sized & Engineered depending on span and loading.
- Exterior Sheathing: 7/ 16" OSB Unless otherwise notated on price list.
- Subfloor: 3/4" Advantech water resistant T & G
- Studs: Solid Sawn No. 2 pine/fir
- House Wrap: Tyvek Thermo-Wrap (Radiant Barrier)
- Ceiling Joists: #2 Yellow Pine
- Floor Joists: Engineered I-Joists
- Rafters: #2 Yellow Pine
- Roof Decking: 7/ 16" OSB unless otherwise notated on price list.

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**40241: Framing Roof System Package**

- Roof System per plans to match overhangs, roof pitch, special cornice details, and to be designed by roof system manufacturer or engineer to meet all local, & state building codes.
- See specs for all lateral roof truss bracing & uplift requirements.
- Ceiling Joists: #2 Yellow Pine
- Rafters: #2 Yellow Pine
- Roof Decking: 7/ 16" OSB unless otherwise notated on price list.

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**40250: Framing Stair Measure & Spec's**

- Stairs to be measured and designed per plans. Header & Landing heights to be verified and modified as needed to meet local & state building codes.
- Standard Stair Treads to be Red Oak with Pine Risers. Buyer to verify final wood floor species and if upgrade to matching species is requested. Upgrade to be priced out at time of stair measure.



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**40301: Framing Labor**

- NOTES: All interior and exterior framing materials as per the following materials list. The Builder reserves the right to substitute equivalent materials due to shortages or unavailability. All framing work shall be performed in accordance with the plans and all Federal, State, Local authorities and standard industry practice. In addition, all interior and exterior studs shall be installed on 16" on center maximum. The floor framing system shall be installed per the manufacturer's design.

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**41000 – Masonry**

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**41210: Masonry Fireplace Material**

- Full Masonry wood burning per plans at time of this proposal if applicable.
- Typical Firebox size to 42" unless otherwise noted on floor plans or price list.
- Raised & Flush hearths per plan and price list notes. If there is a conflict, price list supersedes plans.
- Firebox to consist of full sized fire brick with running bond pattern and heat stop mortar.
- Fresh Air & Clean-out to be rated for masonry fireplaces and placement as site conditions allow.

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**41213: Interior Stone Material**

- Typical stone finish veneer to be Natural Thin Stone per selection. (Interior & Exterior.)
- Typical Interior Stone Veneer Detail:
- Vapor Barrier applied over Drywall.
- Furred Lathe nailed 8" o.c. per grid pattern
- Type "S" Mortar scratch coat applied over top of diamond lathe.
- Natural Thin Stone installed per selection over top scratch coat.
- Raised or Flush Hearth per plans. Verify with Buyer at time of fireplace selection.
- Verify Fireplace Surround design & mantle style, height, length, & material.

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**41216: Masonry Fireplace Stone Material**

- Typical stone finish veneer to be Natural Thin Stone per selection. (Interior & Exterior.)
- Typical wall stone to have ¾"-1" grout joints with Type "S" mortar.
- Typical stone raised & flush hearths to be 1-1/2" thick x 20" deep and 60" in length.
- Mantle per selections and allowances.

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**41310: Masonry Fireplace Labor**

- All fireplace block, stone, dampers, etc to meet local & state building codes.

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**41319: Gas Fireplace Labor & Material**

- All gas fireplaces & Log Sets to be converted to L.P.
- All gas fireplace vents to have a minimum 2" clearance from any combustible surfaces.
- All gas fireplace vents to be designed for fireplace system installed.
- Great Room: 42" 8000 CLX L.P. Gas Fireplace insert. (Mantle & Surround per selections and allowances.)
- Fireplace vented thru the roof with vent cap on rear of house. (Unless Elevation plans call out a chimney.)
- Fireplace Remote Control for fan, & thermostat is optional and part of fireplace allowances.
- 110 outlet under fireplace for optional blower fan.

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**43000 – Deck (Exact design T.B.D.)**

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**43211: Deck Framing Material**

- Typical deck framing system:
- 2" x 12" Treated Pine Lumber @ 16" o.c.
- All outside band boards to be 2 ply nailed 18" o.c.
- Deck band bd. attachment to home to have 6" ledger lock and high tension straps per local code requirements.
- Deck Stairs to be located per floor plan and to have 2" x 12" treated stringers.
- Deck posts to be 6" x 6" treated pine lumber.
- Joist hangers to be triple dipped.
- 2 stage kick-out flashing behind and above treat pine band board at house attachment.
- Typical decking board to be Trex "Select" or equivalent with hidden fasteners.

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**43310: Deck Framing Labor**

- All floor joists to be 2" x 12" treated lumber @ 16" o.c.
- Install 6" ledger locks per span schedule. (Longer the span, the closer the on center spacing.)
- All joists to be crowned up.
- All fasteners to be treated for outdoor use.

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**44000 – Siding**

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**44212: Siding Material Package** - Fiber Cement shakes siding per floor plans. (If applicable.)

- Fiber Cement siding; reveals to be per floor plans. (If applicable.)
- Typical Cornice detail:
- 12" overhang
- Perforated Fiber Cement soffit along all fascia boards.
- Solid Fiber Cement soffit along all Rake Boards.
- 1" x 8" Mitatec Fascia & Rake boards with wood grain reveal.
- 5/4" x 6" Fascia & Rake Frieze boards dropped 2" below soffits.

- 4-5/8" Pine Crown molding along all fascia frieze boards.
- 5/4" x 6" Miratec Corner Boards with seams visible from side elevations.
- Miratec Composite window and door trim. (See Elevation Plans for details.)
- Exterior trim considered painted at time of this Proposal. (Sherwin Williams "Durations" or equivalent.)
- T&G Ceilings (Pine or other) at all covered porches/entries. (Typically Stained to match front door, verify per final paint scope selections.)

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#### **44216: Exterior Stone Material**

- Natural Thin Stone overtop furred diamond lathe with  $\frac{3}{4}$ " – 1" grout joints. (Dry stack option is approximately \$1.50 more per S.F. for labor and materials.)
- Buyer to make final stone selection per Builders Standard Natural Thin Stone options. (Master Cut or Building Stone selections to price and billed out as a change order item.)

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#### **44311: Siding Labor**

- Flash all windows, doors, dryer and bath vents and light blocks so that flashing turns out on top of the siding lap immediately below.
- When flashing for basement decks, let the flashing overlap your last piece of full siding before it reaches the band board. Make sure the flashing fits tight under any doors.
- Kick out flashing above window heads, garage door trim, etc.
- Do not allow fiber cement siding to touch roof shingles. Hold siding up a minimum of  $\frac{3}{4}$ ".
- Confirm all exterior wall mount blocks are at 6'-6" above sub-floor; Standard size- 5-1/2" x 9-1/2" (Verify at rgh-in meeting)

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#### **44312: Exterior Stone Labor**

- Flash all windows, doors, dryer and bath vents and light blocks
- Natural Thin Stone overtop furred diamond lathe with  $\frac{3}{4}$ " – 1" grout joints. (Dry stack option is approximately \$1.50 more per S.F. for labor and materials.)
- Buyer to make final stone selection per Builders Standard Natural Thin Stone options. (Master Cut or Building Stone selections to price and billed out as a change order item.)
- Thermalled Blue Stone Caps at all columns. (If applicable, verify selection with Buyer.)

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#### **44314: Stucco Labor**

- Flash all windows, doors, dryer and bath vents and light blocks
- 3 Coat stucco application at all locations per plans at time of proposal.
- Color to be determined with customer selection
- Contractor to prepare sample wall consisting of all exterior finishes to be used as basis for selection
- Specialty Stucco caulking matching color selection at all openings.
- Final color selection to be made prior to the completion of 2nd coat to prevent schedule delay's.

## 45000 - Exterior

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### 45210: Exterior Door Package

- All exterior doors per selection and allowance schedule. (Allowances are an estimated amount and may increase or decrease at time of final selections.)
  - All installation accessories to be part of the allowance schedule. (Silicone, Shims, flashing tape, etc.)
- 

### 45212: Specialty Custom Exterior Door Package

- Typical Front Doors to be custom mahogany per final selection and allowance schedule. (Allowances are an estimated amount and may increase or decrease at time of final selections.)
  - All installation accessories to be part of the allowance schedule. (Silicone, Shims, flashing tape, etc.)
- 

### 45220: Exterior Window Package

- All Windows per selection and allowance schedule. (Allowances are an estimated amount and may increase or decrease at time of final selections.)
  - All installation accessories to be part of the allowance schedule. (Silicone, Shims, flashing tape, etc.)
- 

### 45251: Exterior Lock Material

- All Exterior locks per selection and allowance schedule. (Allowances are an estimated amount and may increase or decrease at time of final selections.)
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### 45351: Exterior Lock's Locksmith Labor

- All Exterior locks to be rekeyed at closing of new home. Buyer to schedule time and Builder to pay locksmith for rekeying of all exterior locks.
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## 46000 - Interior Trim & Hardware

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### 46210: Interior Flat Trim (Casings, Sills, Base Bd, Shoe, Etc.)

- Painted trim detail per customer final selections
- Casing for all windows per price list selection.
- Casing for all interior doors
- Casing for all exterior doors
- Baseboard along all interior & exterior walls
- (3) part Crown, 4-5/8" Crown over beaded backer & picture molding or Equivalent. 900 L.F. per final selections and locations.
- (200 L.F.) 36" Tall Standard DH 5- part Wainscoting detail or Equivalent per final selections and locations.
- Masonite Brand solid core doors per customer selection (From Builders standard selections.)
- Insulated access doors where needed

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**46213: Interior Stair System**

- Typical Handrail system:
- 6310 FJ Red Oak Handrail, verify not upgrading to match finish flooring species prior to ordering.
- 4091 Large Box Newels posts at base of all open stair treads or equivalent in cost. (Verify not upgrading at time of ordering.)
- 4075 Intermediate Newel post. (Verify not upgrading at time of ordering.)
- 1/2" powder coated baluster's or equivalent in cost and scope. (Verify not upgrading at time of ordering.)
- 5-1/2" Nosing along all open areas with balusters with painted WM-131 molding underneath.

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**46215: Interior Closet Shelving System (Painted)**

- Typical Bedroom closet system:
- (2) Rods & Shelf @ 41" & 82" above finish flooring. (Rods to be "Chrome" over steel.)
- Shelves to be 12" MDF with bullnose finished edge.
- Typical Linen shelf system:
- (5) 16"-18" deep birch plywood with screen bead banding.
- Typical Master Bedroom Closet System:
- (5) His & Hers 24"-36" wide storage shelves. 15 L.F. (If plan allows.)
- (2) Rods & Shelf @ 41" & 82" above finish flooring. (Rods to be "Chrome" over steel.)
- Shelves to be 12" MDF with bullnose finished edge.
- (5) His & Hers 24"-36" wide shoe shelves. – 15 L.F. (If plan allows.)
- Typical Coat closet system:
- (1) Rods & Shelf @ 72" above finish flooring. (Rods to be "Chrome" over steel.)

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**46310: Interior Flat Trim (Casings, Sills, Base Bd, Shoe, Etc.)**

- Painted trim detail per customer final selections
- Case windows per price list selection.
- Case interior doors
- Case exterior doors
- Install baseboard
- Install Masonite Brand solid core doors per customer selection (From Builders standard selections.)
- Build and install access doors where needed
- Install all interior railing systems.

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**46330: Interior Built-In Cabinetry Package (Paint Grade.)**

- Built-in cabinetry final design per final selection and Allowance Schedule.
- Typical Detail notes: (Drawers add \$185.00 per drawer to costs.)
- Door & Drawer style to match Kitchen cabinets
- Door & Drawer Pulls to match Kitchen cabinets in style & finish color.
- Furniture Style Toe kick



- All door & drawers to have soft closers.
- All Material to be cabinet grade plywood.
- T.V. & media equipment need to be verified during final design.  
(Confirm depth & air flow requirements.)
- Coat Hooks for Mud Room built-ins to match interior hardware finish.
- Mud Room Built-ins to have shoe storage open to finish floor and stained bench seat.

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**47211: Interior Door & Bath Hardware Package.**

- Interior door hardware per final selection and Allowance Schedule.
- Interior Bath hardware per final selections & Allowance Schedule.  
(Typically, matching plumbing fixture style & finish.)

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**50100 - Architect & Engineering**

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**50105: Architect & Engineering Drafting Design**

- Oversee final revision and completion of plans. (If design by another party.)
- Review and certify all beams, column sizes, footing sizes, masonry & concrete reinforcing and wind bracing.
- In the event of a direct conflict between the Plans and these Specifications, the Price list shall control.

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**50200 - Plumbing**

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**50210: Plumbing Material Package**

- Plumbing fixtures to be part of Allowance Schedule. Verify final selections prior to rough-in systems for proper installations. Delay in these selections will delay the progress of home completion.
- All plumbing systems installed in accordance with all Federal, State and Local authorities and standard industry practice.
- Trenches for main sewer and water supply lines shall be at the sole discretion of Builder. A main sewer line clean-out and water shut-off shall be installed in the ground near the exterior supply line from the water meter to the home shall be installed per local requirements.
- Interior water supply lines shall be PEX.
- Sewer and water lines shall be brought up through the foundation inside walls. Some walls on the floor plans will have to be thickened to accommodate large sewer pipe s.
- Water supply lines under the foundation shall be continuous Pex pipes.
- Pipes that are coming up through the foundation that miss interiors of walls shall be chiseled up and moved over and the foundation shall be patched with cement.
- Items below are included in plumbing allowance in the addition of Kitchen & Bath Fixtures:
  - Hot Water Recirculating Pump:
  - Hot water heaters: (2)- Bradford White 50 Gallon water heater
  - Whole House Drinking Water Filter: Not applicable
  - Whole House Sediment Water Filter: Well Water Only

- Tub/showers: All tub/shower to be cast iron/steel with porcelain finish.
- Tile Showers: Part of Tile allowance Schedule.

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### 50311: Plumbing Sub Package

- Plumbing system for the improvements in accordance with all Federal, State and Local authorities and standard industry practice. Trenches for main sewer and water supply lines shall be at the sole discretion of Builder. A main sewer line clean-out and water shut-off shall be installed in the ground near the exterior supply line from the water meter to the home shall be installed per local county/city requirements. Interior water supply lines shall be PEX. Sewer and water lines shall be brought up through the foundation inside walls. Some walls on the floor plans will have to be thickened to accommodate large sewer pipe s. Water supply lines under the foundation shall be continuous Pex pipes. Pipes that are coming up through the foundation that miss interiors of walls shall be chiseled up and moved over and the foundation shall be patched with cement. Fixtures and other plumbing services shall be installed according to the following schedule.

- Hot Water Recirculating System: 1 Recirculation pump return line from every bathroom & Kitchen.
- Hot water heater: (2)- Bradford White 50 Gallon water heater
- Main Water Supply Line: 1 - 1" main water line with main shut off valve
- Master Bath Water Supply Line – ¾" or 1" Pex water line
- Pot Filler Supply Line: (1) Inside Walk-in Pantry, If selected on price list (1) Above Cooking surface.
- Whole House Drinking Water Filter: Not applicable
- Whole House Sediment Water Filter: With Well Water only
- Frost proof Hydrants: (5), Locations to be confirmed with homeowner ( to be Hot & Cold & typically in garage through band board)
- Sewer Line: 1 - 4" Schedule 40 PVC
- Radon Vent Pipe: 1 (3" schedule 40 pvc from basement mechanical room slab to cap in attic.)
- Refrigerator Supply : 1
- Dish washer Hookup: 1
- Washer Hook ups: 1
- Whole House Drinking Water Filter: Not applicable
- Whole House Sediment Water Filter: Well Water Only
- Tub/showers: All tub/shower to be cast iron/steel with porcelain finish.
- Tile Showers: (1) Shower Head, (1) Hand Held in Master, (1) Shower Head in all other baths.
- CAST IRON DROPS FOR WASTE LINES: When indicated on price list.

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### 53000 - HVAC

#### 53310: HVAC

- 95% Efficient auxiliary gas heat, 17 SEER American Standard (Or Equivalent) AC (Dual Fuel) for Basement & 1st Floor only. (Gas Auxiliary Heat at temps lower than 35 degrees'.) Separate system for 2nd. Floor.

- Zones:
- (Optional) Basement if selected on price list.
- 1st. Floor
- 2nd. Floor
- (Optional) Master Suite if selected on price list
- Variable speed air handler technology w/ 2 Stage Heat Pump.
- Aprilaire 801 whole house humidifier with modulating output. The modulating capability allows the unit to meet a tighter relative humidity control for a much more comfortable environment. This model is capable of humidification of up to 6,200 feet and has a maximum steam capacity of 34.6 gallons per day. The Aprilaire humidifier provides humidity in the form of steam to conditioned space through the HVAC system duct. Adding humidity through steam is an efficient and effective way to solve dry air issues in the home. Air with improper humidity can damage respiratory health as well as the home's paint, furniture and electronics.
- (Optional) Electronic Air Cleaner if selected on price list.
- System design and spec per final construction plans and house location.

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## 58000 - Electrical

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### 58215: Electrical Material

- All Light Fixtures interior & Exterior to be part of the light fixture allowance. (Including Bulbs, Flood lights, undercabinet lighting, over cabinet lighting, Door Chime, Stair lights, & Light posts.)
- Lighting allowance to cover the following lighting selections:
- Ceiling fans with light kits
- Vanity sconces
- Wall sconces
- Flush mount ceiling lights
- Chandeliers
- Under cabinet lighting
- Track lighting
- Exterior lighting
- Misc. - Bulbs, Flood lights, undercabinet lighting, over cabinet lighting, Door Chime, Stair lights, & Light posts.

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### 58311: Electrical Labor Package

- NOTES: Complete electrical system as per the electrical plans and these specifications. All work shall be performed in accordance with the National Electric al Code, all Federal, State, and Local authorities and standard industry practice.
- Plugs - per code & extras indicated on Floor Plans
- Floor outlets - 2 (In main Living Room per plan)
- Dedicated outlets to gas fireplace, disposal, refrigerator, steamer, recirculation pump, washer/dryer & all appliances per local code requirements.
- HVAC disconnects - 2
- Recirculation pump – 1

- Steam Humidifier – 1 dedicated outlet
- Switches - per electrical plan Switch Style – Standard Toggle Switch unless notated otherwise on price list Matching Dimmers – (4) Typical
- Pool Connections - N/ A, unless otherwise notated on price list
- Lights - per electrical plan
- Recessed 4" sealed LED bulb can lights - per electrical plan (See Allowance Schedule for Total included in proposal.), white standard trims
- Bath Fans - 85-100CFM minimum. (1) per bathroom & Enclosed Water closet. Master Bath to 110 CFM Humidistat fan in bath & shower area.
- Decorative Fixture Openings - Includes Under Counter, In Cabinet, Fluorescent or LED, Flood Lights, Door Bell Chime, Door Bell Button, Light Post to be part of the Light Fixture Allowance Schedule.
- Electrical Service - 400 amp, underground (limited to 300') Will be additional expense beyond 300' for a primary service extension. (With the addition of a pool, service may need to be upgraded to a 600-amp service.
- Outside plugs - per code and per plan
- Smoke Detectors - Per code
- Carbon monoxide Detectors – (1) per finished floor level.
- (Optional) 10-3 Rough-in for future solar panels to attic from electrical panel. See price list if selected. Not standard.

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#### **58310: Specialty Electronics – Low Voltage/Media/Security Labor Package**

- Complete all rough-in of base security system:
- All Exterior Door's prewired & plugged at trim-out. (Unless equipment option is selected and 3rd. party installs.)
- (1) Motion Sensor per floor minimum.
- (2) Key pad locations to be verified in field with buyer.
- (1- 4) HD camera location. (Typically – Front Corners of home.) See Price List
- Typical rough-in for base media package.
- (1) 5 speakers surround sound system. (Typically; in main living area but can be in other location if requested. (Verify at rgh-in meeting.)
- (1) HDMI cord from receiver to T.V. location.
- (1) 1-1/2" – 2" Flex conduit from receiver to T.V. location if over fireplace.
- (1) RG-6 & (1) CAT6 per bedroom.
- (1) Media cabinet in mechanical room or adjacent to electrical panels. (with outlet underneath panel for modem)
- (2) CAT 6 & RG-11 Home runs from media cabinet to meter base location. (V.I.F.)
- (1) RG-11 from Attic to Media cabinet.

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## 59000 - Central Vacuum

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### 59310: Central Vacuum System

- (Optional) Supply and install Central Vacuum System - See Allowance Schedule

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## 60000 - Roofing & Gutters

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### 60210: Roofing Material Package

- Shingles - GAF HD Composite Asphalt Shingles – See Final Selections prior to order. (Upgrade selections to be priced out after final selection.)
- (Optional) Metal - Prefinished standing seam metal per plan (26 gauge) See Price List
- Roof Underlayment – Titanium Synthetic Roof Felt
- Ice and Water Shield in valleys and along all fascia roof line.
- Flashing - Bronze Metal. Copper on Chimney Skirt only
- Ridge Vent – Cobra Rolled Ridge Vent
- Valley Style – Weave

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### 60311: Roofing Labor Package

- NOTES: The roofing materials will be installed as specified. All composition roof shingles shall be nailed using 1- 1 / 4" nails. Additionally, all work shall be performed in accordance with all Federal, State and local authorities and standard local practice.
- Shingles - GAF HD Composite Asphalt Shingles – See Final Selections prior to order. (Upgrade selections to be priced out after final selection.)
- (Optional) Metal - Prefinished standing seam metal per plan (26 gauge) See Price List
- Install Titanium Synthetic Roof Felt
- Install Ice and Water Shield in valleys and along all roof edges, valley's, chimney's & skylights.
- Install Step Flashing along Dormer & Gable walls with 1" kick-out below siding.
- Ridge Vent – Cobra Rolled Ridge Vent
- Valley Style – Weave
- All roofing materials will be installed in strict compliance with manufacturer's instructions.

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### 61310: Gutters

- NOTES: Gutters are to be installed along horizontal cornice lines. Downspouts to be piped and day lighted into yard away from foundation.
- 6" Aluminum gutters - K Style with oversized downspouts, Std. Finish
- Gutter Screens - Not applicable
- Scuppers - Not applicable



## 62000 - Insulation

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### 62310: Insulation

- Blown R-50 Cellulose at attic
- Open Cell Spray Foam at all exterior walls
- Sound dampening in all walls at Office, Master Bedroom and Laundry Room
- (Optional) Soundproofing between floors - Not Applicable
- Insulate Garage
- Caulk all plates and corners.
- Expanding foam at all window and door openings.

#### TYPICAL WALL COMPLETION PACKAGE:

- R-19 kraft faced insulation installed in garage walls
- Open Cell Spray Foam in all exterior framed walls
- R-11 kraft faced insulation installed in basement concrete foundation walls below grade.
- Open Cell Spray Foam insulation installed in all bands
- R-50 blown in all attics and R-38 kraft faced insulation at rafters
- Sound dampening at all bathroom tub valve walls

## 64000 - Drywall

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### 64210: Drywall Material Package

- Cement backer board will be installed at tub and shower enclosures and all other wall areas to receive tile.
- Gypsum board will be ½" typical at walls (except where 5/8" is noted in the Room Finish Schedule) and 5/8" typical at ceilings, screwed, and glued on.
- All hung drywall will be taped, filled, and sanded smooth.
- All Vaulted Ceilings to have Straight Flex bead tape.

### 64310: Drywall Material Package

- Labor to screw and glue all wallboard per plans at time of this Proposal.
- 3 coat all drywall seams & corner boards
- Cement backer board will be installed at tub and shower enclosures and all other wall areas to receive ceramic tile.
- Gypsum board will be ½" typical at walls (except where 5/8" is noted in the Room Finish Schedule) and 5/8" typical at ceilings, screwed, caulked and glued on.
- All hung drywall will be taped, filled, and sanded smooth.
- All scrap is to be removed as quickly as possible.

## 65000 - Garage Doors

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### 65310: Garage Doors

- AMARR Insulated doors per plan size. See Allowance Schedule (Upgraded to Mahogany final selection T.B.D. & part of Allowances.)
- Final selection by Customer.
- Typical Overhead Garage Door selection:

- 3 panel with windows 9'-0" x 8'-0" AMARR Classica Insulated – 2000 series
- Jackshaft Garage Door opener – No Chain or Belt.
- Alpine 11" Handles & 16" Straps
- Beam Sensor at base of door jamb.
- Distance laser pointer at each bay door.
- Magnetic auto lock per bay door.
- (1) Keyless entry for bay door.

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## **68000 - Flooring & Tile**

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### **68210: Protective Materials for Finish Flooring**

- RAM shield Heavy Duty Rosin paper in high traffic areas.
- Brown Rosin Paper covering all wood flooring with-in 2" from base boards. Seams to taped together with white painter's tape. Rosin taped to wood floors with "Frog" tape to reduce residue
- .4 mil clear plastic over Carpet.

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### **68211: Tile Flooring Material Package**

- Tile is applied over a concrete based backer board on walls and Floors to have Ditra XL underlayment.
- In wet areas such as tubs and showers a waterproof membrane is applied between the backer board and the tile. (All Showers to have "Epoxy" grout.)
- Stand up showers will have a Kerdi shower pan to slope floor to the drain. Th is pan will then be covered with tile/stone material.
- All tile selections require a layout drawing to aid installation.
- See Tile Allowance Schedule for Square Foot Allowance for Tile material. Labor will be priced separately. Accents, deco's, complex layouts and other variations may result in additional labor charges above preset Budgets.

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### **68310: Tile Flooring & Showers Labor**

- Meeting with Buyer & Installer required before final tile order and installation of tile.
- Review each room: Notate Tile pattern, grout size, Grout color & type, Specialty design patterns, Niche locations, Bench locations & type.
- Tile is applied over a concrete based backer board on walls and Floors to have Ditra XL underlayment.
- In wet areas such as tubs and showers a waterproof membrane is applied between the backer board and the tile. (All Showers to have "Epoxy" grout.)
- Stand up showers will have a Kerdi shower pan to slope floor to the drain. Th is pan will then be covered with tile/stone material.
- All tile selections require a layout drawing to aid installation.
- See Tile Allowance Schedule for Square Foot Allowance for Tile material. Labor will be priced separately. Accents, deco's, complex layouts and other variations may result in additional labor charges above preset Budgets.

**68311: Carpet**

- Wall to wall (including closets) per customer selections at all locations indicated on Final Plans. See Allowance Schedule. (\$3.85 per s.f. used in calculating Carpet Allowance. Builder can increase per s.f. multiplier at Buyer's request and add additional costs to contract price.)

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**70000 - Paint & Stain**

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**70210: Paint & Stain Material**

- Interior: Sherwin Williams: (Prime plus 2 finish coats)
- Primer - B28W08601 - High Build Interior Latex Primer White
- Walls & Dry Area's: A95W01251 - Duration Home Interior Latex -Flat – Color per selection
- Ceilings: PE3000901 - Painters Edge Interior Latex - Flat - Color 901 Brite White is typical
- Walls Bath & Kitchen: A95W01251 - Duration Home Interior Latex – Eggshell – Color per selection.
- Trim Primer: B79W08810 – Pro Block® Interior Oil-Based Primer White
- Trim Paint: A77W00051 - SOLO Interior/Exterior 100% Acrylic, Gloss Extra White
- Stair Treads: By Wood Floor Installer
- Rails: Polyurethane High Gloss 1st two coats and final coat Satin finish.
- Exterior: Sherwin Williams: (Prime plus 2 finish coats)
- Siding: K32W00251 - Duration® Coating Exterior Latex Flat
- Porch Ceilings: Minwax Stain or Paint
- Trim: K32W00251 - Duration® Coating Exterior Latex Satin
- Shutters & Doors: Duration® Coating Exterior Latex Satin
- All painted surfaces primed with tinted primer and finished with two coats per customer selections.
- All stained surfaces to receive one coat of stain, one coat of Sand & Seal and one coat of Poly.
- Stain selection per customer selection

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**70310: Paint & Stain Labor**

- All painted surfaces primed with tinted primer and finished with two coats per customer selections.
  - All stained surfaces to receive one coat of stain, one coat of Sand & Seal and one coat of Poly.
  - Stain selection per customer selection
- Interior: Walls: Prime plus 2 coats sprayed with sanding between coats.  
Drywall touch up as needed excluding butt joint, seams or other substandard drywall finishing.  
Trim: Prime plus 2 coats with sanding before and after first coat.  
Stairs: Proper preparation (3 coats sealer)-Satin (By Wood Floor finisher)  
Built-in Bookcases: Prime plus 2 coats with sanding before and after first coat Final coat must be Oil Base or Advance

Exterior: Siding: Proper preparation: Caulking, patching, etc.  
primer plus 1 coat minimal or more to cover properly.

Trim: Proper preparation: Caulking, patching, etc.

2 coats with sanding between coats

Doors: On metal doors, apply an oil base primer under 2 latex finish coats.

Fences: 1. Pressure-Treated Posts: Use one or two coats of Olympic Latex Deck Stain.

2. Redwood Panels: Spray with Olympic Oil Based Primer. Then use a coat of Olympic Latex Deck Stain over that.

3. Exterior Trim Boards – Use 2 coats of exterior trim Satin paint.

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### 70311: Wood Floor

- 3", 4", or 5" White Oak spec'd at time of this Proposal. See price list.

3" White Oak which is Typical

- Floors to be sanded and sealed in place with three coats of high traffic poly.

- Final selection to be determined and to be part of Wood Flooring Allowance.

- All Hardwood floors installed over a 3/4" subfloor combined with a vapor barrier. All wood floors are to be job sanded, stained, and sealed. All materials used per price list unless upgraded at time of selection and to be billed out as part of a change order. Stain color to be determined by samples provided for buyer at job site. Three samples included.

- Locations: Per price list and plans at time of proposal.

- Wood Species: Sand & Finish White Oak or per price list. If conflict, price list supersedes.

- Stain: TBD

- Sealer: Oil Based (Bona Traffic is an optional and is charged at builders cost.)

- Size: Per price list and Allowance Schedule.

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### 77000 - Exterior Accessories

#### 77210: Mailbox

- Oversized Mailbox per subdivision requirements.

- 4" Solid Brass House Numbers per local requirements.

- Stained or Painted Mailbox post per VDOT specifications.

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#### 77212: Signs

- Job site signs for delivery assistance

- Job Box for permits storage

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### 78000 - Walks & Patio

#### 78210: Walks & Patio Material

- Walkway's to be colored concrete with brushed finish or exposed aggregate per selection. See Allowance Schedule and Final Landscape plan for scope of work. Verify no upgrades are understood and priced for approval.

- Patio to be colored concrete with brushed finish or exposed aggregate per selection. See Allowance Schedule and Final Landscape plan for scope of work. Verify no upgrades are understood and priced for approval.
- All concrete to be 3500 psi with #4 Steel Rebar.
- All concrete to be placed over top .6mil vapor barrier.
- Final shape, square footage, location, & finish material to be verified on Landscape plan. Upgrades possible and will need review.
- Front Porch finish floor to be Pinnacle Blue Stone pattern #2 over concrete per selection with 1-1/2" Stone Tread banding and 1-2 Stone steps the width of walkway and 16" treads. See Final Landscape plan for final selections and verify against Allowance Schedule.

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**78310: Walks & Patio Labor**

- Walkway's to be colored concrete with brushed finish or exposed aggregate per selection. See Allowance Schedule and Final Landscape plan for scope of work. Verify no upgrades are understood and priced for approval.
- Patio to be Pinnacle Blue Stone pattern #2 over concrete with per selection. See Allowance Schedule and Final Landscape plan for scope of work. Verify no upgrades are understood and priced for approval.
- All concrete to be 3000 - 3500 psi with #4 Steel Rebar.
- All concrete to be placed over top .6mil vapor barrier.
- Final shape, square footage, location, & finish material to be verified on Landscape plan. Upgrades possible and will need review.
- Labor and materials to form & place all concrete.
- Elevated Porch slabs to be inspected by county or civil engineer.
- Front Porch finish floor to be colored concrete or exposed aggregate with 1-1/2" Stone Tread banding and 1-2 Stone steps the width of walkway and 16" treads. See Final Landscape plan for final selections and verify against Allowance Schedule.

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**79000 - Fencing**

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**79210: Fences Material**

- Fence designs to match subdivision restriction & be approved by ARB.
- Typical HVAC Fence Detail:
- 1"x 6" Miratec Vertical fence boards with 1"-1-1/2" clipped corners.
- 2"x 4" treated pine rails between posts with removable attachment brackets.
- 4"x 4" treated pine posts set in 3000 psi sackrete.
- Average height is 58" above finish grade. Verify in the field.
- AC & Generator Pads to be poured or laid out prior to building fence.



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**79216: Custom Cedar Light Posts from Walpole Material**

- Williamsburg –
- Simple classic wood 4 1/2" or 5 1/2" square lantern post, natural cedar or pre-stained white with eased edges. 104" overall height.
- Norfolk The 5 1/2" sq. post with 1/2" eased edges and Westport cap. 74" H. Pre-finished white in cellular vinyl with a Vidalia side mount lantern.

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**79310: Fence Labor**

- Fence designs to match subdivision restriction & be approved by ARB.
- Typical HVAC Fence Install Detail:
- 1"x 6" Miratec Vertical fence boards with 1"-1-1/2" clipped corners.
- 2"x 4" treated pine rails between posts with removable attachment brackets.
- 4"x 4" treated pine posts set in 3000 psi sackrete.
- Average height is 58" above finish grade. Verify in the field.
- AC & Generator Pads to be poured or laid out prior to building fence.

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**79314: Ornamental Rails**

- Exterior deck & porch railings to be powder coated aluminum. (Per plans and per local, state, & federal code requirements.
- Typical Rail Detail:
- 2" Aluminum Rails (Black or White typical)
- 2"-3" Aluminum posts. (Black or White typical)
- Powder Coat Semi-gloss.
- (4) 3" stainless steel screws per post flange to secure into framing below decking boards.
- Field Measure and prepare drawings with all notes for buyer's approval.

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**81000 - Mirrors And Glass**

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**81210: Mirrors & Shower Door Material (See Price List For Special Conditions)**

- Master Bath: \$150.00/EA. Allowance; Qty. 2 For Hanging Mirror
- Master Bath: \$900.00/EA. Allowance; Qty. 1 For Custom Shower Door, 3/8" x 80" Clear Glass.
- Powder Room Bath: \$200.00/EA Allowance; Qty 1 For Hanging Mirror
- Bath 2: \$150.00 Allowance; Qty 1 For Hanging Mirror
- Bath 3: \$150.00 Allowance; Qty 1 For Hanging Mirror
- Bath 4: \$150.00 Allowance; Qty 1 For Hanging Mirror
- Bath 5: \$150.00 Allowance; Qty 1 For Hanging Mirror

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**81310: Mirrors & Shower Door Labor (Per Floor plan & Final Scope of work.)**

- Master Bath: \$150.00/EA. Allowance; Qty. 2 For Hanging Mirror
- Master Bath: \$900.00/EA. Allowance; Qty. 1 For Custom Shower Door, 3/8" x 80" Clear Glass.
- Powder Room Bath: \$200.00/EA Allowance; Qty 1 For Hanging Mirror
- Bath 2: \$150.00 Allowance; Qty 1 For Hanging Mirror
- Bath 3: \$150.00 Allowance; Qty 1 For Hanging Mirror
- Bath 4: \$150.00 Allowance; Qty 1 For Hanging Mirror
- Bath 5: \$150.00 Allowance; Qty 1 For Hanging Mirror

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**86000 - Cabinets & Counter Tops****86214: Cabinets**

- Cabinets final design & lay-out per Allowance Schedule & Final Design and selections. The values used in the Contract Allowance Schedule represents a reasonable estimate of value where selections or conditions are not yet defined. The Allowances can be increased or decreased at buyer's discretion before final contract price. This will increase or decrease the overall contract price for the same amounts modified. representation
- Special attention to be made at Hood locations for proper clearance per selected appliance specifications.
- Raised or flat panel cabinetry with solid wood doors.
- All plywood interior construction (Back of cabinets may not be plywood depending on final selections.).
- Dovetailed drawer construction
- Soft Closures on all doors & drawers
- Full extension guides.
- Glass Shelves for all wall cabinets with interior cabinet light. (Part of Allowance Schedules)
- All Vanities to be raised - 34-1/2" vanity cabinet height.
- Furniture Toe kick options part of cabinet allowance
- All Cabinet doors & pull hardware are part of the cabinet allowance.
- Specialty Glass – (Seeded, wavy, frosted.) Part of cabinet allowance.
- Specialty Appliance hardware – (Mixer stands, spice racks, etc.) Part of cabinet allowance.
- See allowance schedule for cabinetry allowances
- Color of paint/stain finish to be determined by owner

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**86310: Cabinet Labor**

- Install all cabinet per final approved cabinet plans.
- Verify all cabinets delivered match approved cabinet plans.
- All screws used to be cabinet grade.
- Special attention to be made at Hood locations for proper clearance per selected appliance specifications.

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**86313: Granite**

- All Bath vanities to have granite tops with porcelain under mount sinks. (Part of Granite and Plumbing allowances.)
- Level 5 Granite in Kitchen and Level 1 granite in all other baths.
- All sinks, faucets, & appliance spec's to be selected and sent to Fabricator prior to template.
- Template to be show all faucet drilling locations, seams, edge profiles, & specialty instructions for buyer's approval. See Allowance schedule for allowance reconciliation prior to ordering.
- Raised Eat bar height to be 41" – 42-1/2" unless requested otherwise. Bar top width and shape to be indicated on template sheet for approval. (Part of final cabinet design process.)
- Outlets in raised eat bar walls to be centered and placed per local code requirements.

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**87000 – Appliances**

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**87211: Appliance Material**

- All Appliances to be part of Allowance Schedule. (2) Most common listed below
- Wolf & Subzero appliance packages are available see price list for Allowance package selected.
- KitcheAid appliance packages are available see price list for Allowance package selected.

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**93000 - Driveway**

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**93311: Driveway Paving**

- Pavement Width –
  - One of the most important considerations for residential driveways is the width of the pavement. The absolute minimum pavement width for a single automobile width is eight feet (8?), with ten feet (10?) being more desirable.
  - The minimum radius for a right angle, such as where the driveway meets the street, is six feet (6?), with eight feet (8?) being preferable
  - THICKNESS:
  - Minimum pavement thicknesses with subgrade conditions using composite pavements (asphalt over an aggregate base – Most common practice). These values are minimum compacted thicknesses. Driveway compaction thickness to be 2"-3" compacted depth.
-

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## **94000 - Interior Cleaning**

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### **94210: Interior Clean Material**

- General cleaning materials for construction progress cleanliness. (Trash bags, rags, Windex, steel wool, simple green, vacuum bags, etc.)

### **94310: Interior Clean Labor**

- All labor and material costs related to window cleaning (inside and out), sweeping and mopping of wood and tile floors, vacuuming of carpeted areas air vents and returns, dusting of countertop surfaces and insides of cabinetry, dusting walls, baseboards and light fixtures, cleaning the exteriors of all appliances and kitchen fixtures, clearing debris and disinfecting of all bathrooms.  
- Note: New construction homes are always a little dusty, even after they have been thoroughly cleaned.

### **95210: Driveway Subgrade Aggregate Stone Material**

- Construction Entrance to consist of #3 aggregate base stone for large equipment use. (Part of Excavation Allowance.)  
- Backfill Construction Entrance to be dressed with a layer of #57's overtop of the remaining #3 aggregate stone. (Part of Backfill allowance.)  
- Final Grade Construction entrance to be dressed with 21A's or commonly known as crush & run as needed to accommodate final landscape plan driveway lay-out.

### **95212: Driveway Culvert Pipe Material**

- Driveway culvert pipe sized and placed per VDOT & site plan requirements. Part of Excavation Allowance.

### **95311: VDOT Driveway Permit**

- VDOT to permit all driveway's accessing a state maintained road. Permit costs to be part of Excavation allowance.)

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## **96000 - Landscape**

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### **96310: Landscape**

- The allowance amount is to include tax, labor and materials, sod installation, seed and straw, plants, trees, shrub s, landscape bed borders, landscape bed preparation, mulch and any other plant material shall be purchased using this allowance. See landscape plan for complete layout.

### **96311: Closing Costs & Interests**

- The allowance amount is to include all fee's, taxes, title updates, attorney costs required for project loan documents.

**96314: Pools**

- The allowance amount is to include tax, permits, labor and materials, necessary to install pool per final landscaping plan and final selections.
  - Part of Pool Allowance – See price list if applicable.
- 

DocuSigned by:

A handwritten signature in blue ink that reads "Nancy Mumm".

4/28/2021

A2E85E4B81034D0...

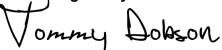
Client Signature

Date

Client Signature

Date

DocuSigned by:

A handwritten signature in blue ink that reads "Tommy Dobson".

4/27/2021

006BEE3F5A5B440...

Contractor Signature

Date





**DRAW REQUEST FORM**

**Draw Request and Disbursement Authorization Form:**

Thank you for submitting your draw request to First Heritage Mortgage, LLC. If this is a first draw request please submit it with copies of any required permits you have obtained. Please sign or e-sign this form and submit your request using any of the following methods: Email: construction@fhmtg.com, Fax: to 571-303-0104 (please reference advance request # and property address in the subject line).

Neither the builder nor the Borrower has received any notices of intent to file liens or any other claims from any suppliers or any subcontractors performing work or providing materials being financed by the subject loan. The Builder/Contractor further warrants and represents to the Lender as follows: All funds previously disbursed by Lender for subject construction have been used to pay for the services and materials described in the previous Draw Request(s) submitted by the General Contractor thereof. All indebtedness owed to any subcontractors and suppliers for work performed or materials provided with respect to the subject construction project has been paid except that pertaining to the work and material for the below budget line and description:

**Loan File #: 3121042835**

**Date: 01/31/2022**

**Draw #: 1**

**Borrower Last Name: Mumm**

**Subject Property Address:**

3117 Darby Rd  
 Keswick, Virginia 22947

Budget Line Item	Description (as listed on budget)	Amount Requested	Payee Name (to be paid)	Payee Address
2	Footings	\$22,256.22	Dobson Homes Inc.	91 Beaver Dam Court Keswick, Virginia 22947
3	Foundation	\$77,896.77	Dobson Homes Inc.	91 Beaver Dam Court Keswick, Virginia 22947
<b>TOTALS:</b>		<b>\$100,152.99</b>		

By signing below, the Borrower and Builder/Contractor represent and agree that both parties have reviewed the Plans. The Plans are satisfactory and have been approved by all governmental authorities having jurisdiction over the property referenced above and the work. The Improvements do not violate any of the conditions, covenants or restrictions on the Property. There are no defaults under the terms of the Construction Loan Agreement, any other Loan Document, or under the Construction Contract. The Work for which this Request is made has been duly completed in a good and workmanlike manner, in accordance with the Plans and Specifications approved by the Lender and in compliance with all governmental code and regulations. There have been no changes to the Plans which have not been approved in writing by the Lender. The remaining lender holdback amount will be sufficient to complete all Improvements contemplated by the Construction Loan Agreement, the Plans and the Construction Contract. Lender and/or Lender's authorized agent has received invoices, work order changes, any required lien waiver(s) from the Builder/Contractor, for all Work covered by this Request, and for all Requests previously submitted. The funds obtained with the request for advance will be used to pay in full the costs of labor performed, materials supplied and/or sub-Builder/Contractors invoices as requested in this Request. There has been NO material adverse change in Borrower's financial condition or employment status since the time Borrower applied for the Loan(s). By signing below Borrower and Builder/Contractor request Lender to pay the builder/contractor.

Payment to Builder/Contractor: Borrower and Builder/Contractor hereby authorize the Lender and Disbursement Agent to pay directly to the Builder/Contractor the amount of this request, and the Borrower and Builder/Contractor unconditionally release the Lender from any liability related to this request and agree to indemnify it against any claims, expenses and/or losses that may be related or asserted by any Third Party alleging that it has not been paid by the Builder/Contractor for any work.

Borrower and Builder/Contractor Hereby Authorize the Lender and Disbursement Agent to pay directly to the Builder/Contractor the amount of this request, and the Borrower and Builder/Contractor unconditionally release the Lender from any liability related to this request and agree to indemnify it against any claims, expenses and/or losses that may be related or asserted by any Third Party alleging that it has not been paid by the Builder/Contractor for any work. While the Lender may approve the advance requested herein, it does so only to the extent permitted by applicable law and makes no warranty or representation as to the quality of work completed and/or material delivered.



DocuSign Envelope ID: 6FE16455-8D4B-4E21-998F-DC636BFEF682

**Borrower Signature:** DocuSigned by:  
Nancy Mumm  
A2E85E4B81034D9 **Date:** 2/4/2022

**Builder / Contractor Signature:** DocuSigned by:  
Christine Dolson  
4FFEDD29DA08484 **Date:** 2/4/2022

DocuSign Envelope ID: 6FE16455-8D4B-4E21-998F-DC636BFEF682

## Conditional Waiver and Release on Progress Payment

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

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### Identifying Information

**Name of Claimant:** Dobson Homes Inc.  
**Name of Customer:** Nancy Mumm  
**Job Location:** , 3117 Darby Rd, Keswick, Virginia 22947  
**Owner:** Nancy Mumm  
**Job Name (if any):**  
**Through Date:** 1/31/2022

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### Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

**Maker of Check:** Carter Bank & Trust  
**Amount of Check:** \$100,152.99  
**Check Payable To:** Dobson Homes Inc.

### Exceptions

This document does not affect disputed claims for extras in the amount of \$0.00, retainage, or any previous progress payments for which the claimant has previously given a conditional waiver and release, but has not received payment.

### Signature

DocuSigned by:  
*Christine Dobson* 2/4/2022  
4EEFDD29DA08484

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Tommy Dobson

Dobson Homes Inc.  
February 01, 2022

DocuSign Envelope ID: 588AEE5-8098-4EEA-9FC6-D7B0C8E88C7C



## DRAW REQUEST FORM

### Draw Request and Disbursement Authorization Form:

Thank you for submitting your draw request to First Heritage Mortgage, LLC. If this is a first draw request please submit it with copies of any required permits you have obtained. Please sign or e-sign this form and submit your request using any of the following methods: Email: construction@fhmtg.com, Fax: to 571-303-0104 (please reference advance request # and property address in the subject line).

Neither the builder nor the Borrower has received any notices of intent to file liens or any other claims from any suppliers or any subcontractors performing work or providing materials being financed by the subject loan. The Builder/Contractor further warrants and represents to the Lender as follows: All funds previously disbursed by Lender for subject construction have been used to pay for the services and materials described in the previous Draw Request(s) submitted by the General Contractor thereof. All indebtedness owed to any subcontractors and suppliers for work performed or materials provided with respect to the subject construction project has been paid except that pertaining to the work and material for the below budget line and description:

**Loan File #: 3121042835**

**Date: 04/27/2022**

**Draw #: 2**

**Borrower Last Name: Mumm**

**Subject Property Address:**

3117 Darby Rd  
 Keswick, Virginia 22947

Budget Line Item	Description (as listed on budget)	Amount Requested	Payee Name (to be paid)	Payee Address
4	Outside studs, Plates	\$16,692.17	DOBSON HOMES, INC.	91 BEAVER DAM CT KESWICK, Virginia 22947
5	Outside window and door frames	\$5,564.06	DOBSON HOMES, INC.	91 BEAVER DAM CT KESWICK, Virginia 22947
6	Inside Suds, ceiling joist	\$11,128.11	DOBSON HOMES, INC.	91 BEAVER DAM CT KESWICK, Virginia 22947
7	Wall Sheathing	\$5,564.06	DOBSON HOMES, INC.	91 BEAVER DAM CT KESWICK, Virginia 22947
10	Permanent Roof	\$11,128.11	DOBSON HOMES, INC.	91 BEAVER DAM CT KESWICK, Virginia 22947
11	Windows	\$16,692.17	DOBSON HOMES, INC.	91 BEAVER DAM CT KESWICK, Virginia 22947
12	Rogh in plumbing	\$5,564.06	DOBSON HOMES, INC.	91 BEAVER DAM CT KESWICK, Virginia 22947
24	Outside Doors	\$5,564.06	DOBSON HOMES, INC.	91 BEAVER DAM CT KESWICK, Virginia 22947
<b>TOTALS:</b>		<b>\$77,896.80</b>		

By signing below, the Borrower and Builder/Contractor represent and agree that both parties have reviewed the Plans. The Plans are satisfactory and have been approved by all governmental authorities having jurisdiction over the property referenced above and the work. The Improvements do not violate any of the conditions, covenants or restrictions on the Property. There are no defaults under the terms of the Construction Loan Agreement, any other Loan Document, or under the Construction Contract. The Work for which this Request is made has been duly completed in a good and workmanlike manner, in accordance with the Plans and Specifications approved by the Lender and in compliance with all governmental code and regulations. There have been no changes to the Plans which have not been approved in writing by the Lender. The remaining lender holdback amount will be sufficient to complete all Improvements contemplated by the Construction Loan Agreement, the Plans and the Construction Contract. Lender and/or Lender's authorized agent has received invoices, work order changes, any required lien waiver(s) from the Builder/Contractor, for all Work covered by this Request, and for all Requests previously submitted. The funds obtained with the request for advance will be used to pay in full the costs of labor performed, materials supplied and/or sub-Builder/Contractors invoices as requested in this Request. There has been NO material adverse change in Borrower's financial condition or employment status since the time Borrower applied for the Loan(s). By signing below Borrower and Builder/Contractor request Lender to pay the builder/contractor.

Payment to Builder/Contractor: Borrower and Builder/Contractor hereby authorize the Lender and Disbursement Agent to pay directly to the Builder/Contractor the amount of this request, and the Borrower and Builder/Contractor unconditionally

DocuSign Envelope ID: 588AAEE5-8098-4EEA-9FC6-D7B0C8E88C7C

release the Lender from any liability related to this request and agree to indemnify it against any claims, expenses and/or losses that may be related or asserted by any Third Party alleging that it has not been paid by the Builder/Contractor for any work.

Borrower and Builder/Contractor Hereby Authorize the Lender and Disbursement Agent to pay directly to the Builder/Contractor the amount of this request, and the Borrower and Builder/Contractor unconditionally release the Lender from any liability related to this request and agree to indemnify it against any claims, expenses and/or losses that may be related or asserted by any Third Party alleging that it has not been paid by the Builder/Contractor for any work. While the Lender may approve the advance requested herein, it does so only to the extent permitted by applicable law and makes no warranty or representation as to the quality of work completed and/or material delivered.

<b>Borrower Signature:</b>	<div>DocuSigned by: <i>Nancy Mumm</i> A2E85E4B81034D9...</div>	<b>Date:</b> 4/29/2022
<hr/>		
<b>Builder / Contractor Signature:</b>	<div>DocuSigned by: <i>Christine Dobson</i> 4EFEDD29DA08484...</div>	<b>Date:</b> 5/2/2022
<hr/>		



DocuSign Envelope ID: 588AEE5-8098-4EEA-9FC6-D7B0C8E88C7C

## Conditional Waiver and Release on Progress Payment

**NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.**

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### Identifying Information

**Name of Claimant:** Dobson Homes, Inc.  
**Name of Customer:** Nancy Mumm  
**Job Location:** , 3117 Darby Rd, Keswick, Virginia 22947  
**Owner:** Nancy Mumm  
**Job Name (if any):**  
**Through Date:** 4/27/2022

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### Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

**Maker of Check:** Carter Bank & Trust  
**Amount of Check:** \$77,896.80  
**Check Payable To:** Dobson Homes, Inc.

### Exceptions

This document does not affect disputed claims for extras in the amount of \$0.00, retainage, or any previous progress payments for which the claimant has previously given a conditional waiver and release, but has not received payment.

**Signature**

DocuSigned by:  
*Christine Dobson*  
4EFEDD29DA08484... 5/27/2022

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Christine Dobson

Dobson Homes, Inc.  
April 27, 2022



# **DRAW REQUEST FORM**

## **Draw Request and Disbursement Authorization Form:**

Thank you for submitting your draw request to First Heritage Mortgage, LLC. If this is a first draw request please submit it with copies of any required permits you have obtained. Please sign or e-sign this form and submit your request using any of the following methods: Email: construction@fhmtg.com, Fax: to 571-303-0104 (please reference advance request # and property address in the subject line).

Neither the builder nor the Borrower has received any notices of intent to file liens or any other claims from any suppliers or any subcontractors performing work or providing materials being financed by the subject loan. The Builder/Contractor further warrants and represents to the Lender as follows: All funds previously disbursed by Lender for subject construction have been used to pay for the services and materials described in the previous Draw Request(s) submitted by the General Contractor thereof. All indebtedness owed to any subcontractors and suppliers for work performed or materials provided with respect to the subject construction project has been paid except that pertaining to the work and material for the below budget line and description:

**Loan File #: 3121042835**

**Date: 06/21/2022**

**Draw #: 3**

**Borrower Last Name: Mumm**

**Subject Property Address:**

3117 Darby Rd  
 Keswick, Virginia 22947

Budget Line Item	Description (as listed on budget)	Amount Requested	Payee Name (to be paid)	Payee Address
4	Outside studs, Plates	\$16,692.16	DOBSON HOMES, INC.	91 BEAVER DAM CT KESWICK, Virginia 22947
5	Outside window and door frames	\$14,466.54	DOBSON HOMES, INC.	91 BEAVER DAM CT KESWICK, Virginia 22947
6	Inside Suds, ceiling joist	\$12,240.92	DOBSON HOMES, INC.	91 BEAVER DAM CT KESWICK, Virginia 22947
7	Wall Sheathing	\$11,128.10	DOBSON HOMES, INC.	91 BEAVER DAM CT KESWICK, Virginia 22947
12	Rogh in plumbing	\$6,120.46	DOBSON HOMES, INC.	91 BEAVER DAM CT KESWICK, Virginia 22947
<b>TOTALS:</b>		<b>\$60,648.18</b>		

By signing below, the Borrower and Builder/Contractor represent and agree that both parties have reviewed the Plans. The Plans are satisfactory and have been approved by all governmental authorities having jurisdiction over the property referenced above and the work. The Improvements do not violate any of the conditions, covenants or restrictions on the Property. There are no defaults under the terms of the Construction Loan Agreement, any other Loan Document, or under the Construction Contract. The Work for which this Request is made has been duly completed in a good and workmanlike manner, in accordance with the Plans and Specifications approved by the Lender and in compliance with all governmental code and regulations. There have been no changes to the Plans which have not been approved in writing by the Lender. The remaining lender holdback amount will be sufficient to complete all Improvements contemplated by the Construction Loan Agreement, the Plans and the Construction Contract. Lender and/or Lender's authorized agent has received invoices, work order changes, any required lien waiver(s) from the Builder/Contractor, for all Work covered by this Request, and for all Requests previously submitted. The funds obtained with the request for advance will be used to pay in full the costs of labor performed, materials supplied and/or sub-Builder/Contractors invoices as requested in this Request. There has been NO material adverse change in Borrower's financial condition or employment status since the time Borrower applied for the Loan(s). By signing below Borrower and Builder/Contractor request Lender to pay the builder/contractor.

Payment to Builder/Contractor: Borrower and Builder/Contractor hereby authorize the Lender and Disbursement Agent to pay directly to the Builder/Contractor the amount of this request, and the Borrower and Builder/Contractor unconditionally release the Lender from any liability related to this request and agree to indemnify it against any claims, expenses and/or losses that may be related or asserted by any Third Party alleging that it has not been paid by the Builder/Contractor for any work.

Borrower and Builder/Contractor Hereby Authorize the Lender and Disbursement Agent to pay directly to the Builder/Contractor the amount of this request, and the Borrower and Builder/Contractor unconditionally release the Lender from any liability related to this request and agree to indemnify it against any claims, expenses and/or losses that may be

DocuSign Envelope ID: EB74CB34-8E42-4C25-8057-06CD7F2B5849

## Conditional Waiver and Release on Progress Payment

**NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.**

---

### Identifying Information

**Name of Claimant:** Dobson Homes, Inc.  
**Name of Customer:** Nancy Mumm  
**Job Location:** , 3117 Darby Rd, Keswick, Virginia 22947  
**Owner:** Nancy Mumm  
**Job Name (if any):**  
**Through Date:** 6/21/2022

---

### Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

**Maker of Check:** Carter Bank & Trust  
**Amount of Check:** \$60,648.18  
**Check Payable To:** Dobson Homes, Inc.

### Exceptions

This document does not affect disputed claims for extras in the amount of \$0.00, retainage, or any previous progress payments for which the claimant has previously given a conditional waiver and release, but has not received payment.

### Signature

DocuSigned by:

Christine Dobson 2022

4EEEDD29DA08484

---

Christine Dobson

Dobson Homes, Inc.  
June 23, 2022



**DRAW REQUEST FORM**

**Draw Request and Disbursement Authorization Form:**

Thank you for submitting your draw request to First Heritage Mortgage, LLC. If this is a first draw request please submit it with copies of any required permits you have obtained. Please sign or e-sign this form and submit your request using any of the following methods: Email: construction@fhmtg.com, Fax: to 571-303-0104 (please reference advance request # and property address in the subject line).

Neither the builder nor the Borrower has received any notices of intent to file liens or any other claims from any suppliers or any subcontractors performing work or providing materials being financed by the subject loan. The Builder/Contractor further warrants and represents to the Lender as follows: All funds previously disbursed by Lender for subject construction have been used to pay for the services and materials described in the previous Draw Request(s) submitted by the General Contractor thereof. All indebtedness owed to any subcontractors and suppliers for work performed or materials provided with respect to the subject construction project has been paid except that pertaining to the work and material for the below budget line and description:

**Loan File #: 3121042835**

**Date: 07/05/2022**

**Draw #: 4**

**Borrower Last Name: Mumm**

**Subject Property Address:**

3117 Darby Rd  
 Keswick, Virginia 22947

Budget Line Item	Description (as listed on budget)	Amount Requested	Payee Name (to be paid)	Payee Address
28	Cabinets	\$22,256.22	DOBSON HOMES, INC.	91 BEAVER DAM CT KESWICK, Virginia 22947
39	Appliances	\$11,460.78	DOBSON HOMES, INC.	91 BEAVER DAM CT KESWICK, Virginia 22947
<b>TOTALS:</b>		<b>\$33,717.00</b>		

By signing below, the Borrower and Builder/Contractor represent and agree that both parties have reviewed the Plans. The Plans are satisfactory and have been approved by all governmental authorities having jurisdiction over the property referenced above and the work. The Improvements do not violate any of the conditions, covenants or restrictions on the Property. There are no defaults under the terms of the Construction Loan Agreement, any other Loan Document, or under the Construction Contract. The Work for which this Request is made has been duly completed in a good and workmanlike manner, in accordance with the Plans and Specifications approved by the Lender and in compliance with all governmental code and regulations. There have been no changes to the Plans which have not been approved in writing by the Lender. The remaining lender holdback amount will be sufficient to complete all Improvements contemplated by the Construction Loan Agreement, the Plans and the Construction Contract. Lender and/or Lender's authorized agent has received invoices, work order changes, any required lien waiver(s) from the Builder/Contractor, for all Work covered by this Request, and for all Requests previously submitted. The funds obtained with the request for advance will be used to pay in full the costs of labor performed, materials supplied and/or sub-Builder/Contractors invoices as requested in this Request. There has been NO material adverse change in Borrower's financial condition or employment status since the time Borrower applied for the Loan(s). By signing below Borrower and Builder/Contractor request Lender to pay the builder/contractor.

Payment to Builder/Contractor: Borrower and Builder/Contractor hereby authorize the Lender and Disbursement Agent to pay directly to the Builder/Contractor the amount of this request, and the Borrower and Builder/Contractor unconditionally release the Lender from any liability related to this request and agree to indemnify it against any claims, expenses and/or losses that may be related or asserted by any Third Party alleging that it has not been paid by the Builder/Contractor for any work.

Borrower and Builder/Contractor Hereby Authorize the Lender and Disbursement Agent to pay directly to the Builder/Contractor the amount of this request, and the Borrower and Builder/Contractor unconditionally release the Lender from any liability related to this request and agree to indemnify it against any claims, expenses and/or losses that may be related or asserted by any Third Party alleging that it has not been paid by the Builder/Contractor for any work. While the Lender may approve the advance requested herein, it does so only to the extent permitted by applicable law and makes no warranty or representation as to the quality of work completed and/or material delivered.

DocuSign Envelope ID: 414E96DA-6D00-4E1B-B737-1C60E54923CE

7/11/2022

**Borrower Signature:**

DocuSigned by:

Nancy Mumm

A2E85E4B81034D9...

**Date:**

**Builder / Contractor Signature:**

DocuSigned by:

Christine Dobson

4EFEDD29DA08484...

**Date:**

7/8/2022



DocuSign Envelope ID: 414E96DA-6D00-4E1B-B737-1C60E54923CE

## Conditional Waiver and Release on Progress Payment

**NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.**

---

### Identifying Information

**Name of Claimant:** Dobson Homes, Inc.  
**Name of Customer:** Nancy Mumm  
**Job Location:** , 3117 Darby Rd, Keswick, Virginia 22947  
**Owner:** Nancy Mumm  
**Job Name (if any):**  
**Through Date:** 7/5/2022

---

### Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

**Maker of Check:** First Heritage Mortgage, LLC  
**Amount of Check:** \$33,717.00  
**Check Payable To:** Dobson Homes, Inc.

### Exceptions

This document does not affect disputed claims for extras in the amount of \$0.00, retainage, or any previous progress payments for which the claimant has previously given a conditional waiver and release, but has not received payment.

### Signature

DocuSigned by:

*Christine Dobson* 7/8/2022

4EFED20DA08484

Christine Dobson

Dobson Homes, Inc.  
July 08, 2022

**CERTIFICATE OF RELEASE OF MECHANIC'S LIEN**

VA. CODE §§ 43-4, 43-5, 43-8, 43-10, 43-67

ALBEMARLE COUNTY Virginia Circuit Court is the location of the following record referenced by this certificate:

09/15/2022 DATE LIEN RECORDED 093A2-00-0P-02200 DEED BOOK NO. 202200010962 PAGE NO. INSTRUMENT NUMBER

093A2-00-0P-02200 PARCEL IDENTIFICATION NUMBER/TAX MAP NUMBER

NANCY MUMM, TRUSTEE NAME(S)/ADDRESS(ES) OF OWNER(S) ON WHOSE PROPERTY THE LIEN WAS PLACED 11581 AVONDALE DRIVE; FAIRFAX, VA 22030

\$ 141,159.91 amount claimed.

The above-mentioned mechanic's lien is hereby released. (If lien is released with respect to only part of the property or with respect to an amount smaller than the total claimed, indicate conditions:)

I hereby certify that only the mechanic's lien created therein is hereby released in full. The underlying monetary claim against Dobson Homes, Inc. is not released.

Better Living Inc. CLAIMANT(S) P.O. Box 7627, Charlottesville, VA 22906 by April Northcutt, Credit Manager [ ] ATTORNEY AT LAW [X] AGENT [ ] ATTORNEY IN FACT

[ ] City [X] County of Albemarle State/Commonwealth of Virginia

This instrument was acknowledged, subscribed and sworn to before me this 6<sup>th</sup> day

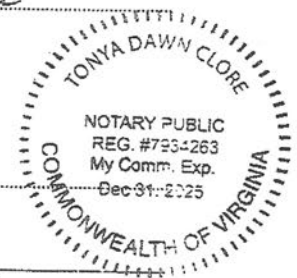
of January, 2023

by April Northcutt, Credit Manager NAME TITLE

Tonya Dawn Clore PRINTED NAME OF NOTARY PUBLIC

Tonya Dawn Clore SIGNATURE OF NOTARY PUBLIC

(My commission expires 12/31/2025) Registration No. 7934263



This instrument was admitted to record on DATE at TIME m.

, Clerk by , Deputy Clerk

**VIRGINIA LAND RECORD COVER SHEET**

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

**FORM A - COVER SHEET CONTENT**

Instrument Date: 1/6/2023

Instrument Type: RML

Number of Parcels: 1 Number of Pages: 1

☐ City ☒ County ALBEMARLE COURT  
CIRCUIT COURT

Tax Exempt? VIRGINIA/FEDERAL CODE SECTION

☐ Grantor: \_\_\_\_\_

☐ Grantee: \_\_\_\_\_

Business/Name

1 Grantor: MUMM TRUSTEE, NANCY

Grantor: \_\_\_\_\_

1 ☒ Grantee: BETTER LIVING, INC.

Grantee: \_\_\_\_\_

Grantee Address

Name: BETTER LIVING, INC.

Address: P.O. BOX 7627

City: CHARLOTTESVILLE

State: VA Zip Code: 22906

Consideration: \$0.00 Existing Debt: \$0.00 Actual Value/Assumed: \$0.00

PRIOR INSTRUMENT UNDER § 58.1-803(D):

Original Principal: \$0.00 Fair Market Value Increase: \$0.00

Original Book No.: \_\_\_\_\_ Original Page No.: \_\_\_\_\_ Original Instrument No.: \_\_\_\_\_

Prior Recording At: ☐ City ☒ County ALBEMARLE Percentage In This Jurisdiction: 100%

Book Number: \_\_\_\_\_ Page Number: \_\_\_\_\_ Instrument Number: 202200010962

Parcel Identification Number/Tax Map Number: 093A2-00-0P-02200

Short Property Description: NEW SINGLE FAMILY DWELLING  
LOT 22 SECTION P-2A PHASE 2 GLENMORE

Current Property Address: 3117 DARBY ROAD

City: KESWICK State: VA Zip Code: VA

Instrument Prepared By: BETTER LIVING, INC. Recording Paid By: BETTER LIVING, INC.

Recording Returned To: BETTER LIVING, INC.

Address: PO BOX 7627

City: CHARLOTTESVILLE State: VA Zip Code: 22906



RECORDED IN  
ALBEMARLE COUNTY, VA  
JON R. ZUG  
CLERK OF CIRCUIT COURT  
FILED Jan 06, 2023  
AT 10:21 am  
BOOK  
START PAGE  
END PAGE  
INST # 202300000090

MEB

(Area Above Reserved For Deed Stamp Only)

**CERTIFICATE OF RELEASE OF MECHANIC'S LIEN**

VA. CODE §§ 43-4, 43-5, 43-8, 43-10, 43-67

Albemarle County Virginia Circuit Court is the location of the following record referenced by this certificate:

09/22/2022

DATE LIEN RECORDED

DEED BOOK NO.

PAGE NO.

202200011175

INSTRUMENT NUMBER

093A2000P02200

TAX MAP REFERENCE NUMBER

OR

PARCEL IDENTIFICATION NUMBER

Nancy Trust Mumm 3117 Darby Road, Keswick, VA 22947 Albemarle County, VA

NAME(S)/ADDRESS(ES) OF OWNER(S) ON WHOSE PROPERTY THE LIEN WAS PLACED

\$ 38,494.32 amount claimed.

The above-mentioned mechanic's lien is hereby released. (If lien is released with respect to only part of the property or with respect to an amount smaller than the total claimed, indicate conditions:)



Homestead Building Systems, Inc.

CLAIMANT(S)

Shay Wyrick, Credit Manager

by

[ ] ATTORNEY AT LAW [X] AGENT [ ] ATTORNEY IN FACT

[ ] City [X] County of PRINCE WILLIAM

State/Commonwealth of VIRGINIA

This instrument was acknowledged, subscribed and sworn to before me this 10<sup>th</sup> day

of January, 2023

by:

NAME

TITLE

Elizabeth Anne Sowers

PRINTED NAME OF NOTARY PUBLIC

Shay Wyrick - Credit Manager

SIGNATURE OF NOTARY PUBLIC

(My commission expires 5.31.24)

Registration No. 7902393

This instrument was admitted to record on \_\_\_\_\_ at \_\_\_\_\_ m.

DATE

TIME

Clerk

by

Deputy Clerk

NANCY MUMM  
11581 AVONDALE DR  
FAIRFAX, VA 22030

2575

68-251/514  
01

10/18/2022

Date

CHECK ARBOR  
SAUD PROTECTION

Pay to the  
Order of

Better Living

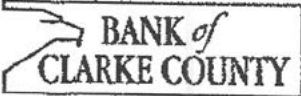
\$ 65,000.00

Sixty Five Thousand and no/100 —

Dollars



Photo  
Safe  
Deposit®  
Details on back



For

Heir - 3117 Rosby Rd.

Nancy Mumm

MP

2575

INTOUCH CUSTOM CREATORS

10212022 001775003398820 051403164

0910371371  
2022-10-24

FOR DEPOSIT ONLY  
BETTER LIVING

NANCY MUMM  
11581 AVONDALE DR  
FAIRFAX, VA 22030

2583

68-251/514  
01

12/01/2022

Date

CHECK ARROW  
VOID PROOF COPY

Pay to the  
Order of

Better Housing

\$64,444.23

Sixty Four Thousand Four Hundred Forty Four

23/100 Dollars

Photo  
Safe  
Deposit  
Details on back

BANK of  
CLARKE COUNTY

For

3117 Darby Rd, Lees

Nancy Mumm

MP

2583

12022022 001775003555070 051403164

0910770234  
2022-12-05

FOR DEPOSIT  
ONLY  
NO OTHER MARKS





NANCY MUMM  
11581 AVONDALE DR  
FAIRFAX, VA 22030

2569

68-251/514  
01

CHECK ARMOR

09/26/2022  
Date

Pay to the  
Order of

Homestead Building Supply

\$ 34,644.89

Thirty Four Thousand Six Hundred Forty Four Dollars

Photo  
Safe  
Deposit  
Icon on back

89/100

BANK of  
CLARKE COUNTY

For

Inv # 281048 Lien

Nancy Mumm

2569

051402518

2569

1421770

NANCY MUMM

Security Features exceed industry standards and include:

- ImageMatcher: Matching amount and check number on back (Patent No. 9,243,769)
- MobileMark: Mobile Deposit check mark to indicate check has been deposited via mobile device
- The Security Weaver pattern on back designed to deter fraud
- Microprint (MP) lines printed on front and back
- The words "ORIGINAL DOCUMENT" across the back
- Photo Safe Deposit icon visible on front and back

Do not cash if:

- Any of the features listed above are missing or appear altered
- Fugitive ink on back looks pink or has disappeared
- Brown stains or colored spots appear on both front and back

102 15

0910148215  
202209 2022-09-30  
>031000000<  
PNC Bank  
DEP. TO CR. PAYEE  
ABS. OF END. GTD.  
>031000053<

CHECK BOX FOR MOBILE/REMOTE DEPOSIT  
WRITE NAME OF FINANCIAL INSTITUTION ON LINE ABOVE

ENDORSE HERE  
X  
20220929  
641367

FEL-CHARLOTTESVILLE SHOW #299  
 399 HILLSDALE DRIVE  
 CHARLOTTESVILLE, VA 22901

Phone: 434-817-1775  
 Fax: 434-817-1780

Order To: .  
 From: Jeff Kramer  
 Comments:

10:43:04 OCT 31 2022

Page 1 of 2

FERGUSON ENTERPRISES LLC #1300  
 Order Confirmation  
 Phone: 434-817-1775  
 Fax: 434-817-1780

Order No: 8599232  
 Order Date: 11/02/21  
 Writer: DMM

Req Date: 11/01/22

Ship Via: COUNTER PICK-UP  
 Terms: NET 10TH PROX

Sold To: DOBSON HOMES INC  
 PO BOX 7181  
 MUMM  
 CHARLOTTESVILLE, VA 22906

Ship To: CUSTOMER PICK-UP

Cust PO#: MUMM BO 11/15

Job Name: MUMM APPLIANCES

Item	Description	Quantity	Net Price	UM	Total
	COOKTOP B/O UNTIL EARLY DECEMBER 36" LP GAS B/O END OF JANUARY 2022				
7110837	36 CONTEMP GAS CKTP LP END OF OCTOBER	1	2381.000	EA	2381.00
7531818	STAI KNOB KIT CONTEMP GAS CKT	1	125.000	EA	125.00
	----				
9278879	DOUBLE OVEN 30 BI DBL OVEN SS	1	6284.000	EA	6284.00
	----				
4705068	24" MICROWAVE DRAWER B/O END OF DEC/EARLY JAN CCY 24 SS TRAN DWR MWAVE	1	1804.000	EA	1804.00
	----				
7924604	BOSCH DISHWASHER C499-1228 BO 11/28	1	1249.000	EA	1249.00
7945713	CCY BI DW SS 24 6CYC W/ BAR HD	1	20.000	EA	20.00
4320705	DW JNCTN BX KIT LF 3/8X3/8 C 60 DW CONN W/ FHT ELL	1	20.475	EA	20.48
	----				
	----				
3619957	48" REFRIGERATOR ICEMAKER ONLY ESD 11/15/22 AS OF 9/1/22	1	10756.000	EA	10756.00
2405288	CCY SS 48 SXS REFRIG 28.3CF TU LF 1/4 X 1/4 C 84 SS IM CONN	1	19.247	EA	19.25
	----				
7906272	T-Winds 36 Hood Inst - 836 CFM INLINE BLOWER -	1	531.000	EA	531.00
7906211	CCY 36 VARIABLE SWITCH FOR E	1	841.000	EA	841.00
4888465	CCY IN-LINE VENTILATOR, 836 8 DIA SILENCER	1	153.807	EA	153.81



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Scan the QR code or use the link below to  
 complete a survey about your orders:

<https://survey.medallia.com/?bidsorder&fc=31&on=671393>



FEL-CHARLOTTESVILLE SHOW #299  
 399 HILLSDALE DRIVE  
 CHARLOTTESVILLE, VA 22901

Order To:  
 From: Jeff Kramer  
 Comments:

Phone: 434-817-1775  
 Fax: 434-817-1780

10:42:39 OCT 31 2022

Page 1 of 3

FERGUSON ENTERPRISES LLC #1300  
 Order Confirmation  
 Phone: 434-817-1775  
 Fax: 434-817-1780

**Order No:** 8925161 **Req Date:** 11/01/22 **Ship Via:** COUNTER PICK-UP  
**Order Date:** 02/02/22 **Terms:** NET 10TH PROX  
**Writer:** DMM

**Sold To:** DOBSON HOMES INC **Ship To:** CUSTOMER PICK-UP  
 PO BOX 7181  
 MUMM  
 CHARLOTTESVILLE, VA 22906

**Cust PO#:** MUMM PLUMBING -1 **Job Name:** MUMM PLUMBING

Item	Description	Quantity	Net Price	UM	Total
	KITCHEN				
8741184	KITC SOAP DISP SS	4	25.733	EA	102.93
9114991	CCY LF 1.8 1HDL PD KITC FCT SS	2	421.640	EA	843.28
9115002	PD FCT LEV HDL SS	2	60.325	EA	120.65
7116123	KITC SINK UTIL RACK CHAR	1	19.392	EA	19.39
3021783	WAVY WIRE SS BOTT	1	142.800	EA	142.80
4121771	18X12 MAWO CUT BRD	1	93.760	EA	93.76
4121781	25X19 0H 1B SS UC KITC SINK	1	417.990	EA	417.99
4121755	23X17 BOT GRID	1	108.730	EA	108.73
30975	DLX DRN OUT	1	85.800	EA	85.80
4094570	SS UC PKG	1	727.545	EA	727.55
4599197	3/4 HP PRO 750 DISP W/ CORD	1	259.873	EA	259.87
7517903	DU/OUT SINKTOP SWCH W/ SN BTN	1	92.992	EA	92.99
	POWDER BATH				
8741182	KITC SOAP DISP CP	2	26.593	EA	53.19
4210875	TWL RNG PLN ROSETTE CP	1	132.184	EA	132.18
4435862	TANK LEV S/MT CP	1	60.325	EA	60.33
4350040	PUSH PU DRN W/O/FLOW CP	1	60.325	EA	60.33
9194370	2HDL LEV W/SPRD LAV FCT TRIM	1	106.680	EA	106.68
9258731	CCN 1.5 GPM 2H W/SPRD	1	329.565	EA	329.57
4783708	CONTEMP TISSUE HLDR ASSIST BAR CP	1	55.700	EA	55.70
	REMOVED G2641PC/ NOT CONF!				
4490762	@ GRIP TIGHT Q3 EB CLST SEAT WHIT	1	49.298	EA	49.30
	Package K-3814-RA-0 *				
7311629	CCY 1.28 RH TANK WHIT	1	130.845	EA	130.85
7310182	CCY 1.28 12 EB SKTD WHIT	1	226.623	EA	226.62
	End of Package				
4884915	18X12 0H VC UC LAV WHIT	1	111.540	EA	111.54
	MASTER BATH				
4435862	TANK LEV S/MT CP	2	60.325	EA	120.65
8741182	KITC SOAP DISP CP	3	26.593	EA	79.78
2914299	SURF 24 SHLF CP	1	189.748	EA	189.75
4210875	TWL RNG PLN ROSETTE CP	2	132.184	EA	264.37
NS	bci3323757 WHMR912-C	1			
4210901	SGL ROBE HOOK PLN ROSETTE CP	4	36.244	EA	144.98
4490762	@ GRIP TIGHT Q3 EB CLST SEAT WHIT	1	49.298	EA	49.30

**HOW ARE WE DOING? WE WANT YOUR FEEDBACK!**

Scan the QR code or use the link below to  
 complete a survey about your orders:

<https://survey.medallia.com/?bidsorder&fc=31&on=671393>



Order Confirmation

Fax: 434-817-1780

10:42:39 OCT 31 2022  
Reference No: 8925161

Item	Description	Quantity	Net Price	UM	Total
	Package K-3814-RA-0 *				
7311629	CCY 1.28 RH TANK WHIT	1	130.845	EA	130.85
7310182	CCY 1.28 12 EB SKTD WHIT	1	226.623	EA	226.62
	End of Package				
4783708	CONTEMP TISSUE HLDR ASSIST BAR CP	1	55.700	EA	55.70
4114998	67X31-1/2X19 UC CI BATH	1	2390.700	EA	2390.70
3255554	SLOT O/FLOW BATH DRN CP	1	110.820	EA	110.82
9258731	CCN 1.5 GPM 2H W/SPRD	2	329.565	EA	659.13
9194370	2HDL LEV W/SPRD LAV FCT TRIM	2	106.680	EA	213.36
4350040	PUSH PU DRN W/O/FLOW CP	2	66.310	EA	132.62
4884915	18X12 0H VC UC LAV WHIT	2	111.540	EA	223.08
9258665	CCY 1.75 GPM 4H RT W/ H/SHWR	1	530.860	EA	530.86
9258647	BRIZO ODIN RT CRS HDL	1	165.100	EA	165.10
2234889	CCY RT 4H RI	1	278.765	EA	278.77
4435971	1HDL LEV TSTC VLV TRIM CP	2	357.505	EA	715.01
2465289	1HDL T&S P/BAL RI VLV ONLY	2	39.925	EA	79.85
7664923	CCY 1.75 4F H/SHWR KIT W/ SLDBR CP	1	368.300	EA	368.30
9328115	CCY 2.5 SHWR FCT CP	1	147.320	EA	147.32
4513228	JASON WU SHWR ARM & FLG CP	1	36.195	EA	36.20
	GUEST BATH				
4435862	TANK LEV S/MT CP	2	60.325	EA	120.65
8474370	GRAND HOTEL SINGLE POST TISSUE HOLD	2	44.290	EA	88.58
8474369	GRAND HOTEL SINGLE POST TOWEL RING	4	75.600	EA	302.40
8474364	GRAND HOTEL WALL MOUNTED ROBE HOOK	4	25.890	EA	103.56
4783736	18 CONTEMP G/BAR CP	2	69.380	EA	138.76
7165217	42 G/BAR CP	2	113.990	EA	227.98
4490762	@ GRIP TIGHT Q3 EB CLST SEAT WHIT	2	49.298	EA	98.60
4077142	SHWR CURTAIN RNG SET OF 12 CP	2	20.254	EA	40.51
	Package K-3814-RA-0 *				
7311629	CCY 1.28 RH TANK WHIT	2	130.845	EA	261.69
7310182	CCY 1.28 12 EB SKTD WHIT	2	226.623	EA	453.25
	End of Package				
4884915	18X12 0H VC UC LAV WHIT	2	111.540	EA	223.08
9258731	CCN 1.5 GPM 2H W/SPRD	2	329.565	EA	659.13
9194370	2HDL LEV W/SPRD LAV FCT TRIM	2	106.680	EA	213.36
4350040	PUSH PU DRN W/O/FLOW CP	2	60.325	EA	120.65
7543200	CCN 2.5 H/SHWR SHWRHD CP	2	226.695	EA	453.39
4513228	JASON WU SHWR ARM & FLG CP	2	36.195	EA	72.39
9258620	PBV TRIM	2	135.255	EA	270.51
9258614	PBV TRIM HDL KIT ODIN CP	2	85.725	EA	171.45
3910358	CCY TUB SPT ASSY CP	2	92.075	EA	184.15
2465289	1HDL T&S P/BAL RI VLV ONLY	2	39.925	EA	79.85
4328291	CI BATH LH WHIT	1	594.580	EA	594.58
4328294	CI BATH RH WHIT	1	594.580	EA	594.58
2485855	W&O PVC S40 L&T H/KIT CP	2	19.343	EA	38.69
	BASEMENT BATH				
4435862	TANK LEV S/MT CP	1	60.325	EA	60.33
9194370	2HDL LEV W/SPRD LAV FCT TRIM	1	106.680	EA	106.68
9258731	CCN 1.5 GPM 2H W/SPRD	1	329.565	EA	329.57
8474369	GRAND HOTEL SINGLE POST TOWEL RING	2	75.600	EA	151.20
8474364	GRAND HOTEL WALL MOUNTED ROBE HOOK	2	25.890	EA	51.78
4783736	18 CONTEMP G/BAR CP	1	69.380	EA	69.38
7165217	42 G/BAR CP	1	113.990	EA	113.99
	Package K-3814-RA-0 *				
7311629	CCY 1.28 RH TANK WHIT	1	130.845	EA	130.85
7310182	CCY 1.28 12 EB SKTD WHIT	1	226.623	EA	226.62
	End of Package				
4490762	@ GRIP TIGHT Q3 EB CLST SEAT WHIT	1	49.298	EA	49.30
4077142	SHWR CURTAIN RNG SET OF 12 CP	1	20.254	EA	20.25



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to  
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<https://survey.medallia.com/?bidsorder&fc=31&on=671393>



Order Confirmation

Fax: 434-817-1780

10:42:39 OCT 31 2022  
Reference No: 8925161

Item	Description	Quantity	Net Price	UM	Total
4783708	CONTEMP TISSUE HLDR ASSIST BAR CP	1	55.700	EA	55.70
4350040	PUSH PU DRN W/O/FLOW CP	1	60.325	EA	60.33
4884915	18X12 0H VC UC LAV WHIT	1	111.540	EA	111.54
7543200	CCN 2.5 H/SHWR SHWRHD CP	1	226.695	EA	226.70
4513228	JASON WU SHWR ARM & FLG CP	1	36.195	EA	36.20
9258620	PBV TRIM	1	135.255	EA	135.26
9258614	PBV TRIM HDL KIT ODIN CP	1	85.725	EA	85.73
2465289	1HDL T&S P/BAL RI VLV ONLY	1	39.925	EA	39.93
3910358	CCY TUB SPT ASSY CP	1	92.075	EA	92.08
4328291	CI BATH LH WHIT	1	594.580	EA	594.58
2485855	W&O PVC S40 L&T H/KIT CP	1	19.343	EA	19.34
	LAUNDRY				
8741184	KITC SOAP DISP SS	1	25.733	EA	25.73
1678979	31X19 0H 1B SS UM KITC SINK	1	596.427	EA	596.43
3021400	WAVY WIRE SS BOTT	1	138.600	EA	138.60
30975	DLX DRN OUT	1	85.800	EA	85.80
7116123	KITC SINK UTIL RACK CHAR	1	19.392	EA	19.39
7750702	ZURICH SS PD SPRY KITC FCT	1	325.593	EA	325.59
	Basement/2nd Floor				
	Utility Closets				
	NEED TO ORDER CRT-01149				
	ON BUILD.COM ONLY!				
Net Total:					\$21115.82
Tax:					\$1119.13
Freight:					\$0.00
Total:					\$22234.95

WARRANTY PROVISIONS

The purchaser's sole and exclusive warranty is that provided by the manufacturer, if any. Seller makes no express or implied warranties. SELLER DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL SELLER BE LIABLE FOR ANY INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE OPERATION OR USE OF THE PRODUCT. SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE RECEIVED BY SELLER. Complete Terms and Conditions are available upon request or can be viewed on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>

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COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.



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<https://survey.medallia.com/?bidsorder&fc=31&on=671393>



## Jeff Kramer Memo



Nancy Mumm (nancymumm@aol.com)

Fri, Apr 14, 2023 1:11 pm

To: you Details Slideshow

image001.jpg (44 KB)

C055312626.pdf (17 KB)

C055312604.pdf (19 KB)

**From:** Jeff Kramer <[Jeff.Kramer@Ferguson.com](mailto:Jeff.Kramer@Ferguson.com)>  
**Sent:** Monday, October 31, 2022 11:10 AM  
**To:** Nancy Mumm <[nancymumm@aol.com](mailto:nancymumm@aol.com)>  
**Cc:** Tempe Martens <[Tempe.Martens@Ferguson.com](mailto:Tempe.Martens@Ferguson.com)>  
**Subject:** Appliance and plumbing orders

Hey Nancy,

Attached are the open orders under Dobson Homes that we can reallocate to your personal account. Total amount is \$51595.17.

They plumbing order will be paletized and shrink wrapped before delivery for safe keeping.

Tempe Martens, is the Chantilly, VA showroom manager and she can create your account and apply the deposit.

I also checked up on the subzero order. The new estimated ship date is 1/10/23. This was updated sometime between 9/1/22 and today. I know they said there had been some delays due to aluminum shortages.

Shopping  
revolution on...